

Exhibit A

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
CIVIL DIVISION

FKMT, LLC

f/k/a MONARCH TRANSPORT, LLC

Plaintiff,

v.

DELPHI CORPORATION

5725 Delphi Drive

Troy, MI 48098

Defendant.

Case No. _____

Div. No. _____
Chapter 60

FILED-CIRCUIT COURT
JACKSON CO MO-KC
2008 DEC -1 PM 1:40

PETITION FOR RECOVERY OF MONIES

COMES NOW, FKMT, LLC f/k/a MONARCH TRANSPORT, LLC ("Plaintiff"),
by and through its attorneys of record, and for its causes of action against the
Defendant(s) Delphi Corporation and affiliate Delphi Automotive Systems, LLC
(collectively "Defendant") states and alleges as follows:

PARTIES, VENUE & JURISDICTION

1. Plaintiff is a Kansas limited liability company.
2. Defendant is a Delaware Corporation with a principal business office
location at 5725 Delphi Drive, Troy MI 48098 ("Defendant").
3. Personal jurisdiction and venue are appropriate for this case in Jackson
County, Missouri because each of the contracts which are the subject matter of this
Petition occurred in and were performed in Jackson County, Missouri.

GENERAL ALLEGATIONS

4. Beginning on or about May, 2004 through September 30, 2007, Defendant entered a series of contracts with Plaintiff for purposes of using transportation services of Plaintiff for the benefit of Defendant ("Contracts"). Defendant entered into these Contracts with Plaintiff pursuant to which monies were to be paid to Plaintiff in exchange for transportation services to be performed by Plaintiff for Defendant.

5. As a result of the Contracts, Defendant utilized the services of Plaintiff with the agreement that Defendant would be "invoiced" for services and Defendant would pay the monthly invoices. At various times since May, 2004 upon Defendant's request, Plaintiff has modified its format and method of "invoicing" Defendant to meet the formatting requirements of Defendant. At present, and continuing, Defendant owes to Plaintiff for services rendered by Plaintiff on behalf of Defendant the approximate sum of \$214,440.96, plus balances due on invoices that were only partially paid of \$23,704.82, for a total principal balance of the debt of \$238,145.78.

6. The obligation of Defendant to perform the terms of the Contracts in making payment on the outstanding invoices was relied upon by Plaintiff. Over the course of time, Plaintiff has been informed and believes and thereon alleges that Defendant failed to inform Plaintiff of Defendant's intention to forgo payment of monies due for services rendered. Because of this omission, intentionally or negligently committed by Defendant, Plaintiff has suffered damages.

7. Between May, 2004 and September 30, 2007, Plaintiff made payments to Defendant for certain transportation services provided by Plaintiff to Defendant pursuant to various Contracts, other than the transportation services provided by Plaintiff pursuant

to the Contracts in which a claim hereunder is being made. Defendant failed to notify Plaintiff as to which Contracts it intended for some or all of these payments to be applied toward within a reasonable timeframe of making such payments. Plaintiff applied such undesignated payments toward the unpaid invoices as it elected. As such, the invoices which Plaintiff deems as unpaid differ from those deemed paid by Defendant. As such, in the event Defendant provides proof of payment of an invoice for which Plaintiff claims hereunder is unpaid, but for which such payment was applied by Plaintiff toward a different invoice, and the court concludes by reason of such payment that Plaintiff's claim hereunder is invalid, then Plaintiff hereby alternatively claims the invoice which it originally applied such payment toward as unpaid and due.

8. Attached as Exhibit A, and incorporated herein by reference is a list of invoices toward which Defendant has previously acknowledged as not have a record of making a payment. Although the sum of such invoices approximates the total amount of invoices claimed by Plaintiff as outstanding, such invoices are not the specific invoices Plaintiff claims are outstanding.

9. Monarch Logistics, LLC is an affiliate of Plaintiff. To the extent payments have been made by Defendant to Plaintiff toward invoices of Monarch Logistics, LLC or any other carrier, Plaintiff has already given credit toward amounts owed by Defendant to Plaintiff for such payments. As such, the amounts claimed by Plaintiff herein as owing are calculated after credit for such payments.

FIRST CAUSE OF ACTION
(Breach of Contract)

10. Plaintiff hereby incorporates by reference each and every allegation contained in paragraphs 1 through 6 above, as though set forth in full.

11. On or about May of 2004 and continuing through September 30, 2007, Defendant entered into the Contracts with Plaintiff whereby it was agreed that Defendant would perform, according to the terms of the Contracts, in the payment of monies to Plaintiff for transportation services rendered by Plaintiff.

12. Plaintiff has performed all conditions, covenants and promises required to be performed in accordance with the terms and conditions of the Contracts when Defendant, summarily, and without just cause, breached, the terms of the Contracts by not performing under the terms and conditions of the Contracts.

13. As a result of the breach by Defendant of the Contracts, Plaintiff has suffered damages in an amount to be determined at trial.

SECOND CAUSE OF ACTION
(Negligent Misrepresentation)

14. Plaintiff re-alleges and incorporates herein by this reference the allegations of paragraphs 1 thorough 10 above as though set forth in full.

15. On or about May of 2004 through September 30, 2007, Defendant entered into the Contracts with Plaintiff whereby it was agreed that Defendant would perform according to the terms of the Contracts, in the payment of monies to Plaintiff by Defendant, for transportation services rendered by Plaintiff on behalf of Defendant.

16. Plaintiff has performed all conditions, covenants and promises required to be performed in accordance with the terms and conditions of the Contracts when

Defendant, summarily, and without just cause, breached the terms of the Contracts by failing to make payment as required by it under the Contracts.

17. Defendant made untrue/unwarranted assertions, whose intent was to induce Plaintiff into the Contracts and which assertions Defendant knew to be untrue and unwarranted. Plaintiff would not have acted as it did without such assertions.

18. Defendant made untrue/unwarranted assertions to Plaintiff with knowledge of the untruthfulness of said assertions and with the knowledge of the effect that such misrepresentation would have upon Plaintiff because of their justified reliance thereupon.

19. The aforementioned conduct has caused damage to Plaintiff in an amount to be determined at trial.

PRAYER

WHEREFORE, Plaintiff prays judgment as follows:

1. For damages in an amount to be determined at the time of trial;
2. For interest in an amount to be determined at trial;
3. For attorney's fees and costs related to the collection of the amount owed as described herein where determined appropriate;

Dated: November ____, 2008

RENKEMEYER CAMPBELL, LP

By: 

Troy Renkemeyer, CPA, LLM

MO Bar #47371

7500 College Blvd., Suite 900

Overland Park, KS 66210

Telephone: 913-906-9810

Fax: 913-906-9840

trrenkemeyer@rcwlawfirm.com

Attorneys for Plaintiff

Invoice Number	Customer Name	Ship Date	Bill Date	Amount
285	Progressive Molded Products	09/25/07	09/25/07	20.81
2794	Delphi North Kansas City Cockpit Facilit	01/13/05	01/13/05	1,828.50
2800	Delphi North Kansas City Cockpit Facilit	04/05/05	04/05/05	254.40
4022	Delphi North Kansas City Cockpit Facilit	01/06/05	04/05/05	1,828.50
4023	Delphi North Kansas City Cockpit Facilit	01/06/05	02/02/05	1,828.50
4025	Delphi North Kansas City Cockpit Facilit	01/06/05	02/26/05	1,149.04
4042	Delphi North Kansas City Cockpit Facilit	01/07/05	01/27/05	1,149.04
4075	Delphi North Kansas City Cockpit Facilit	01/10/05	01/27/05	1,828.50
4076	Delphi North Kansas City Cockpit Facilit	01/10/05	01/28/05	1,828.50
4375	Delphi North Kansas City Cockpit Facilit	01/31/05	03/16/05	1,828.50
4463	Delphi North Kansas City Cockpit Facilit	02/07/05	02/21/05	1,954.92
4534	Delphi North Kansas City Cockpit Facilit	02/11/05	06/27/06	1,819.88
4549	Delphi North Kansas City Cockpit Facilit	02/15/05	04/05/05	253.20
4584	Delphi North Kansas City Cockpit Facilit	02/16/05	02/22/05	1,143.62
4751	Delphi North Kansas City Cockpit Facilit	03/03/05	04/08/05	254.40
5112	Delphi North Kansas City Cockpit Facilit	03/24/05	03/28/05	1,790.00
5382	Delphi North Kansas City Cockpit Facilit	04/09/05	04/20/05	1,666.25
5703	Delphi North Kansas City Cockpit Facilit	05/05/05	05/06/05	232.20
5704	Delphi North Kansas City Cockpit Facilit	05/06/05	05/10/05	232.20
5972	Delphi North Kansas City Cockpit Facilit	05/13/05	05/17/05	1,170.72
6060	Delphi North Kansas City Cockpit Facilit	05/19/05	05/31/05	1,674.00
6131	Delphi North Kansas City Cockpit Facilit	05/23/05	05/27/05	2,307.22
6183	Delphi North Kansas City Cockpit Facilit	05/26/05	05/31/05	1,165.30
6289	Delphi North Kansas City Cockpit Facilit	06/08/05	06/29/05	1,666.25
6403	Delphi North Kansas City Cockpit Facilit	06/09/05	06/16/05	1,165.30
6435	Delphi North Kansas City Cockpit Facilit	06/14/05	06/29/05	231.13
7254	Delphi North Kansas City Cockpit Facilit	08/01/05	08/08/05	1,176.14
7259	Delphi North Kansas City Cockpit Facilit	07/29/05	08/10/05	2,328.68
7262	Delphi North Kansas City Cockpit Facilit	08/01/05	08/16/05	2,555.50
7263	Delphi North Kansas City Cockpit Facilit	08/01/05	08/09/05	2,495.50
249	Delphi North Kansas City Cockpit Facilit	12/18/05	12/16/05	247.05
250	Delphi North Kansas City Cockpit Facilit	12/12/05	12/12/05	410.07
274	Delphi North Kansas City Cockpit Facilit	11/30/06	11/30/06	2,783.42
276	Delphi North Kansas City Cockpit Facilit	11/30/06	11/30/06	2,783.42
277	Delphi North Kansas City Cockpit Facilit	11/30/06	11/30/06	2,253.74
278	Delphi North Kansas City Cockpit Facilit	11/30/06	11/30/06	2,253.74
14266	Delphi North Kansas City Cockpit Facilit	06/26/06	06/30/06	1,304.32
14267	Delphi North Kansas City Cockpit Facilit	06/26/06	06/30/06	1,304.32
14269	Delphi North Kansas City Cockpit Facilit	06/27/06	06/30/06	2,607.70
14270	Delphi North Kansas City Cockpit Facilit	06/27/06	06/30/06	2,607.70
14272	Dura Systems	06/30/06	06/30/06	2,223.97
14396	Dura Systems	07/03/06	07/18/06	2,223.97
14397	Dura Systems	07/05/06	07/31/06	2,223.97
14398	Dura Systems	07/08/06	07/13/06	2,223.97
14492	JIT Service	07/17/06	07/31/06	1,887.66
14520	Dura Systems	07/16/06	07/31/06	2,223.97
14713	JIT Service	07/24/06	07/31/06	1,887.66
14970	JIT Service	07/28/06	07/31/06	1,887.66
14991	Delphi North Kansas City Cockpit Facilit	07/29/06	07/31/06	2,253.74
14992	Delphi North Kansas City Cockpit Facilit	08/01/06	08/25/06	2,253.74
15064	JIT Service	08/08/06	08/17/06	1,887.66
15246	JIT Service	08/15/06	08/24/06	1,902.13

15289	JIT Service	08/21/06	08/31/06	1,916.73
15532	JIT Service	08/28/06	08/31/06	1,916.73
15859	JIT Service	09/04/06	09/17/06	1,916.73
15966	Delphi North Kansas City Cockpit Facilit	09/14/06	09/18/06	1,314.74
15987	JIT Service	09/18/06	09/21/06	1,902.13
16128	JIT Service	09/25/06	09/29/06	1,902.13
16162	Delphi North Kansas City Cockpit Facilit	09/24/06	09/30/06	2,032.30
16297	JIT Service	10/02/06	10/17/06	1,902.13
16442	JIT Service	10/09/06	10/17/06	1,629.39
16485	Delphi North Kansas City Cockpit Facilit	10/12/06	10/31/06	1,937.59
16665	Delphi North Kansas City Cockpit Facilit	10/16/06	10/27/06	1,937.59
16666	Delphi North Kansas City Cockpit Facilit	10/17/06	10/27/06	1,937.59
16669	Delphi North Kansas City Cockpit Facilit	10/19/06	10/27/06	1,937.59
17137	Delphi North Kansas City Cockpit Facilit	11/10/06	11/26/06	1,198.12
17340	Delphi North Kansas City Cockpit Facilit	06/05/06	06/30/06	1,293.80
17341	Delphi North Kansas City Cockpit Facilit	06/05/06	06/30/06	1,304.32
17342	Delphi North Kansas City Cockpit Facilit	06/05/06	06/30/06	1,304.32
17540	Delphi North Kansas City Cockpit Facilit	11/29/06	11/30/06	1,921.76
19854	Dura Systems	03/27/07	03/29/07	2,391.71
20038	Delphi North Kansas City Cockpit Facilit	04/03/07	04/11/07	2,615.35
20762	Delphi North Kansas City Cockpit Facilit	05/14/07	05/23/07	2,637.38
20883	DELPHI-T&I - NORTH KANSAS CITY	05/22/07	05/30/07	2,637.38
21266	DELPHI-T&I - NORTH KANSAS CITY	06/12/07	06/19/07	2,637.38
21270	Dura Systems	06/11/07	06/18/07	2,401.02
21550	DELPHI-T&I - NORTH KANSAS CITY	06/26/07	06/28/07	2,637.38
21554	DELPHI-T&I - NORTH KANSAS CITY	06/26/07	06/29/07	2,637.38
22427	Dura Systems	08/13/07	08/20/07	2,437.77
22436	Delphi North Kansas City Cockpit Facilit	08/15/07	08/27/07	1,304.32
22602	Delphi North Kansas City Cockpit Facilit	08/20/07	08/27/07	1,293.80
22933	DELPHI-T&I - NORTH KANSAS CITY	09/08/07	09/17/07	2,659.42

24000577MRCI mon 29 - RYDER 2/24/2006 4/5/2006 63,104.52

Sub-Total \$ 207,263

Short-Paid Invoices (see Short-Pay tab) 23,704.82

Total Outstanding \$ 230,968

Exhibit B

KORTENHOF
McGLYNN
LLC

MAUREEN A. MCGLYNN

June 23, 2010

VIA ELECTRONIC TRANSMISSION

and U. S. MAIL

Mr. Troy Renkemeyer
Renkemeyer Campbell, LP
7500 College Blvd., Suite 900
Overland Park, KS 66210

**Re: FKMT, LLC f/k/a Monarch Transport, LLC v. Delphi Corporation (n/k/a
DPH Holdings Corp.), Case No. 0816-CV39025**

Dear Troy:

I have been asked to send this letter on behalf of DPH Holdings Corp. ("DPH Holdings") and certain of its affiliated reorganized debtors in their jointly administered bankruptcy cases (together with DPH Holdings, the "Reorganized Debtors") regarding the above-captioned proceeding (the "Proceeding"). As you are aware, on October 8, 2005, Delphi Corporation and certain of its affiliates (the "Debtors"), predecessors of the Reorganized Debtors, filed voluntary petitions in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as then amended (the "Bankruptcy Code").

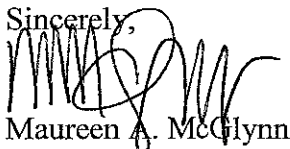
As set forth in our pending Motion to Dismiss, FKMT, LLC (the "Plaintiff") is precluded from continuing the Proceeding by virtue of the Bankruptcy Court's Order Approving Modifications Under 11 U.S.C. § 1127(b) to (I) First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession, as Modified and (II) Confirmation Order (Docket No. 12359) (Docket No. 18707) (the "Modification Approval Order"), entered on July 30, 2009. Specifically, absent relief from the Bankruptcy Court, your client is enjoined from taking action in the Proceeding pursuant to paragraph 22 of the Bankruptcy Court's Modification Approval Order and Article 11.14 of the Defendant's plan of reorganization (the "Modified Plan").

Moreover, because your client failed to file either a proof of claim or an administrative expense claim form in accordance with the procedures approved by the Bankruptcy Court evidencing the liabilities asserted in the Proceeding, your client's claim is barred and has been disallowed and discharged under the Modification Approval Order. By way of background, the Bankruptcy Court established three separate bar dates during the course of Delphi's chapter 11

cases. The first bar date was July 31, 2006 and applied to claims arising before the Debtors filed for chapter 11 on October 8, 2005.¹ As described in more detail below, the bar dates established by this Court's orders for asserting administrative expense claims were July 15, 2009² for claims arising through May 31, 2009, and November 5, 2009 for claims arising through October 6, 2009. (See Modification Procedures Order ¶ 38; Modification Approval Order ¶ 47; Modified Plan §§ 10.2, 10.5.) Because your client has not filed a proof of claim or an administrative expense claim as required by the Bankruptcy Court, the claims asserted in the Proceeding against my client have been disallowed and expunged. Accordingly, please immediately file a stipulation dismissing your case. Alternatively, DPH Holdings will be forced to exercise its legal alternatives including, but not limited to, commencing proceedings in the Bankruptcy Court to enforce the Bankruptcy Court's Modification Approval Order and Modified Plan against you.

As a courtesy, I have enclosed a summary of the relevant procedural history and applicable provisions from the plan of reorganization and the Bankruptcy Court's orders. For a copy of relevant orders and the Modified Plan, please go to <http://www.dphholdingsdocket.com>.

Thank you for your immediate attention to this matter.

Sincerely,

Maureen A. McGlynn

MAM:ms
Enclosures
cc: Tom Franklin

¹ See Order Under 11 U.S.C. §§ 107(b), 501, 502, And 1111(a) And Fed R. Bankr. P. 1009, 2002(a)(7), 3003(c)(3), And 5005(a) Establishing Bar Dates For Filing Proofs Of Claim And Approving Form And Manner Of Notice Thereof, entered by the Bankruptcy Court on April 12, 2006 (Docket No. 3206) (the "Bar Date Order") setting a bar date of July 31, 2006 for creditors to file proofs of claim in Delphi's chapter 11 cases.

² The July 15, 2009 bar date was established pursuant to paragraph 38 of the Bankruptcy Court's order entered on June 16, 2009 (Docket No. 17032) (the "Modification Procedures Order"). On July 15, 2009, this Court entered the Stipulation And Agreed Order Modifying Paragraph 38 Of Modification Procedures Order Establishing Administrative Expense Bar Date (Docket No. 18259) to provide that paragraph 38 of the Modification Procedures Order should be amended to require parties to submit an Administrative Expense Claim Form for Claims for the period from the commencement of these cases through May 31, 2009 rather than through June 1, 2009.

SUMMARY OF PROCEDURAL HISTORY AND APPLICABLE PROVISIONS

On March 17, 2006, the Debtors filed a motion with the Bankruptcy Court seeking entry of an order establishing bar dates for all creditors to file proofs of claim against the Debtors in their chapter 11 cases. On April 12, 2006, the Bankruptcy Court granted the motion pursuant to the Order Under 11 U.S.C. §§ 107(b), 501, 502, And 1111(a) And Fed R. Bankr. P. 1009, 2002(a)(7), 3003(c)(3), And 5005(a) Establishing Bar Dates For Filing Proofs Of Claim And Approving Form And Manner Of Notice Thereof (Docket No. 3206) (the "Bar Date Order")¹ setting a bar date of July 31, 2006 for creditors to file proofs of claim in Delphi's chapter 11 cases. Pursuant to paragraph 2 of the Bar Date Order:

[A]ll persons and entities, including, without limitation, individuals, partnerships, limited liability companies, corporations, estates, trusts, unions, indenture trustees, the United States Trustee, and governmental units (individually, a "Person" or "Entity," and collectively, "Persons" or "Entities" or the "Creditors") holding or wishing to assert claims (as such term is defined in 11 U.S.C. § 101(5)) against the Debtors (collectively, the "Claims") shall file a separate, completed, and executed proof of claim form (either in the form mailed to Creditors or otherwise conforming substantially to Form No. 10 of the Official Bankruptcy Forms, a copy of which is attached as Exhibit A hereto) on or before 5:00 p.m., Eastern Standard Time on July 31, 2006 (the "General Bar Date").

Bar Date Order ¶ 2.

In connection with the First Amended Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession (As Modified) (Docket No. 17030) (the "Modified Plan"), the Debtors sought an order from the Bankruptcy Court, among other things, establishing a bar date for the submission of claims asserting administrative expense priority under 11 U.S.C. § 503(b) and approving the Modified Plan. In connection therewith, and after notice and a hearing, on June 16, 2009, the Bankruptcy Court entered that certain Order (A)(I) Approving Modifications To Debtors' First Amended Plan Of Reorganization (As Modified) And Related Disclosures And Voting Procedures And (II) Setting Final Hearing Date To Consider Modifications To Confirmed First Amended Plan Of Reorganization And (B) Setting Administrative Expense Claims Bar Date And Alternative Transaction Hearing Date (Docket No. 17032) (the "Modification Procedures Order"). Pursuant to paragraphs 38 and 41 of the Modification Procedures Order:

[A]ny party that wishes to assert an administrative claim under 11 U.S.C. § 503(b) for the period from the commencement of these cases through June 1, 2009 shall file a proof of administrative expense (each, an "Administrative Expense Claim Form") for the purpose of asserting an administrative expense request, including any substantial contribution claims (each, an "Administrative Expense Claim" or "Claim") against any of the Debtors. July 15, 2009 at 5:00 p.m. prevailing Eastern time shall be the deadline for submitting all Administrative Expense

¹ All references herein to the Bankruptcy Court Docket can be found at www.dphholdingsdocket.com

Claims (the “[Initial] Administrative Expense Bar Date”) for the period from the commencement of these cases through June 1, 2009.

Modification Procedures Order ¶ 38.

[A]ny party that is required but fails to file a timely Administrative Expense Claim Form shall be forever barred, estopped and enjoined from asserting such claim against the Debtors, and the Debtors and their property shall be forever discharged from any and all indebtedness, liability, or obligation with respect to such claim.

Modification Procedures Order ¶ 41.

On July 30, 2009, the Bankruptcy Court entered its Order Approving Modifications Under 11 U.S.C. § 1127(b) to (I) First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession, as Modified and (II) Confirmation Order (Docket No. 12359) (Docket No. 18707) (the “Modification Approval Order”), which confirmed the Modified Plan. On October 6, 2009, the Modified Plan was substantially consummated and became effective. On that date, the Debtors emerged from chapter 11 as reorganized entities (the “Reorganized Debtors”) and many of the corporate entities changed their corporate names.

Paragraph 47 of the Modification Approval Order provides in part (emphasis added):

[R]equests for payment of an Administrative [Expense] Claim (other than as set forth in the Modified Plan or otherwise contemplated by the Master Disposition Agreement, i.e., for such claims arising on or after June 1, 2009) must be filed, in substantially the form of the Administrative Claim Request Form attached as Exhibit 10.5 to the Modified Plan, with the Claims Agent and served on counsel for the Debtors and the Creditors’ Committee no later than 30 days notice of after the Effective Date is filed on the docket of the Chapter 11 Cases [November 5, 2009].² Any request for payment of an Administrative Claim pursuant to this paragraph that is not timely filed and served shall be disallowed automatically without the need for any objection from the Debtors or the Reorganized Debtors.

Modification Approval Order ¶ 47 (emphasis added). In addition, the Modified Plan provides that:

[T]he distributions and rights that are provided in [the Modified] Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims and Causes of Action, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and Interests in the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to [the Modified] Plan on account of such Claims, rights, and Interests, including, but not limited to, Claims and Interests that arose before the Effective Date

² The Effective Date of the Plan was October 6, 2009, which means Bar Date for Admin Claims that arose after June 1, 2009, was November 5, 2009.

Modified Plan Art. 11.2.

[T]he satisfaction, release, and discharge pursuant to [Article XI of the Modified Plan] shall act as an injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim, Interest, or Cause of Action satisfied, released, or discharged under [the Modified] Plan to the fullest extent authorized or provided by the Bankruptcy Code

Modified Plan Art. 11.14 (emphasis added). Similarly, paragraph 22 of the Modification Approval Order provides that:

[T]he Debtors and all Persons shall be precluded and permanently enjoined on and after the Effective Date from (a) commencing or continuing in any manner any Claim, action, employment of process, or other proceeding of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (b) the enforcement, attachment, collection, offset, recoupment, or recovery by any manner or means of any judgment, award, decree, order, or otherwise with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (c) creating, perfecting, or enforcing any encumbrance of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, and (d) asserting any Claims, Interests, or Causes of Action that are satisfied, discharged, released, or subject to exculpation hereby or by the Modified Plan.

Modification Approval Order ¶ 22.

Exhibit C

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

AFFIDAVIT OF SERVICE

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants, LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On or before April 20, 2006, I caused to be served the documents listed below upon the parties listed on Exhibit A hereto via postage pre-paid U.S. mail:

- 1) Notice of Bar Date for Filing Proofs of Claim [a copy of which is attached hereto as Exhibit B]
- 2) Proof of Claim form [a copy of which is attached hereto as Exhibit C]

Dated: April 28, 2006

/s/ Evan Gershbein
Evan Gershbein

Subscribed and sworn to (or affirmed) before me on this 28th day of April, 2006, by Evan Gershbein, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature : /s/ Amy Lee Huh

Commission Expires: 3/15/09

EXHIBIT A

Delphi Service List

05-44481-rdd Doc 20364-1 Filed 07/02/10 Entered 07/02/10 18:45:12 Exhibits A

- K Pg 19 of 91

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Monarch Mfg Inc		228 Byers Rd Ste 200	Rmt Chg Per Ltr 05 06 04 Am		Miamiburg	OH	45342	
Monarch Mfg Inc		7728 Service Ctr Dr			West Chester	OH	45069	
Monarch Mfg Inc	Accounts Payable	2 Richlynn Dr			Belcamp	MD	21017	
Monarch Mfg Inc Eft Arkay Industries		L 2611			Columbus	OH	43260	
Monarch Services		Calle 4 792 13	Saltillo Coah 25107					Mexico
Monarch Services Eft		Cuarta Avenida 792 B	Nazario Ortiz Garza Saltillo		Coah			Mexico
Monarch Services Sc		Calle 4a No 795 B	Fracc Nazario Ortiz Garza		Saltillo		25107	Mexico
Monarch Services SC	Col Nazario Ortiz Garza	Cuarta Ave 792 B			Saltillo Coah		25107	Mexico
Monarch Tool & Gage Co		23450 Telegraph Rd			Southfield	MI	48034	
Monarch Tool & Gauge Co		23450 Telegraph Rd			Southfield	MI	48034	
Monarch Tool and Gauge Co		23450 Telegraph Rd			Southfield	MI	48034	
Monarch Transport	Randy Shepperd	1616 Argentine Blvd			Kansas City	KS	66105	
Monarch Transport Llc		1616 Argentine Blvd	Rmt Chg 5 11 05 Cm		Kansas City	KS	66105	
Monarch Transport Llc		PO Box 413231			Kansas City	MO	64141-3231	
Monarch Water Systems		1230 Burnett Dr			Xenia	OH	45385	
Monarch Water Systems Inc		1230 Burnett Dr			Xenia	OH	45385	
Monarch Water Systems Inc Eft		1230 Burnett Dr			Xenia	OH	45385	
Monarch Welding & Engineering		1566 Tech Pk Dr			Bay City	MI	48706	
Monarch Welding & Engineering		23538 Pinewood St			Warren	MI	48091-3122	
Monarch Welding & Engineering		519 W Hackley Ave			Muskegon	MI	49444	
Monarch Welding & Engineering		Inc	1566 Tech Pk Dr		Bay City	MI	48706	
Monarch Welding & Engineering Inc		23538 Pinewood			Warren	MI	48091	
Monard Elsa		913 Royal Ave			Royal Oak	MI	48073	
Monast Karen		99 Dean Rd			Spencerport	NY	14559	
Monast Karen		99 Dean Rd			Spencerport	NY	14559	
Monaster Michael		1011 W Grove Ctr St			West Covina	CA	91790	
Monastesse Leslie W		1454 Kwana Ct			Prescott	AZ	86301-4447	

Exhibit D

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	X	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

AFFIDAVIT OF SERVICE

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases. I submit this Affidavit in connection with the service of the solicitation materials for the **First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession (As Modified)** [Docket No. 17030] (“the Plan”).

On December 1, 2005, the Court signed and entered an Order Pursuant to 28 U.S.C. § 156(c) Authorizing Retention and Appointment of Kurtzman Carson Consultants LLC as Claims, Noticing and Balloting Agent for Clerk of Bankruptcy Court [Docket No. 1374] designating KCC as the official Balloting Agent.

KCC is charged with the duty of printing and distributing Solicitation Packages to creditors and other interested parties pursuant to the instructions set forth in the **Order (A)(I) Approving Modifications to Debtors' First Amended Plan of Reorganization (as Modified) and Related Disclosures and Voting Procedures and (II) Setting Final Hearing Date to Consider Modifications to Confirmed First Amended Plan of Reorganization and (B) Setting Administrative Expense Claims Bar Date and Alternative Transaction Hearing Date ("Modification Procedures Order")** [Docket No. 17032] (“Modification Procedures Order”) as entered by the Court on June 16, 2009.

The various solicitation materials consist of the following documents:

- 1) Ballot for Accepting or Rejecting First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession (As Modified) (Class A Secured Claims) (“Class A Ballot”) (attached hereto as Exhibit A);
- 2) Ballot for Accepting or Rejecting First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession (As Modified) (Class C-1 General Unsecured Claims) (“Class C-1 Ballot”) (attached hereto as Exhibit B);



- 3) Ballot for Accepting or Rejecting First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession (As Modified) (Class C-2 Pension Benefit Guaranty Corporation Claims) (“Class C-2 Ballot”) (attached hereto as Exhibit C);
- 4) Ballot for Accepting or Rejecting First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession (As Modified) (Class D General Motors Corporation Claim) (“Class D Ballot”) (attached hereto as Exhibit D);
- 5) Notice of (1) Approval of Supplement; (2) Hearing on Modifications to Plan; (3) Deadline and Procedures for Filing Objections to Modifications of Plan; (4) Deadline and Procedures for Temporary Allowance of Certain Claims for Voting Purposes; (5) Treatment of Certain Unliquidated, Contingent, or Disputed Claims for Noticing, Voting, and Distribution Purposes; (6) Record Date; (7) Voting Deadline for Receipt of Ballots; and (9) Proposed Releases, Exculpation, and Injunction in Modified Plan (“Final Modification Hearing Notice”) (attached hereto as Exhibit E);
- 6) a letter from the Delphi Corporation Official Committee of Unsecured Creditors (“Creditors’ Committee Letter”) (attached hereto as Exhibit F);
- 7) First Amended Disclosure Statement Supplement with Respect to First Amended Plan of Reorganization (As Modified), Modification Procedures Order and December 10, 2007 Solicitation Procedures Order, in CD-ROM format (“CD-ROM”)
- 8) Notice of Non-Voting Status with Respect to Certain Claims and Interests (“Notice of Non-Voting Status”) (attached hereto as Exhibit G);
- 9) Notice to Unimpaired Creditors of (I) Filing of Proposed Modified Plan of Reorganization, (II) Treatment of Claims Under Modified Plan, (III) Hearing on Approval of Modified Plan, and (IV) Deadline and Procedures for Filing Objections Thereto (“Unimpaired Notice”) (attached hereto as Exhibit H);
- 10) a memorandum from Kurtzman Carson Consultants to additional notice parties of ballot recipients (“Ballot Notice Party Memo”) (attached hereto as Exhibit I);
- 11) Notice of Bar Date for Filing Proofs of Administrative Expense (“Administrative Bar Date Notice”) (attached hereto as Exhibit J); and
- 12) Administrative Expense Claim Form (“Administrative Expense Claim Form”) (attached hereto as Exhibit K).

On or before June 20, 2009, I caused to be served a personalized Class A Ballot, Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Administrative Bar Date Notice, Administrative Expense Claim Form and a pre-addressed, postage pre-paid return envelope upon the parties listed on Exhibit L via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served a personalized Class C-1 Ballot, Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Administrative Bar Date Notice, Administrative Expense Claim Form and a pre-addressed, postage pre-paid return envelope upon the parties listed on Exhibit M via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served a personalized Class C-2 Ballot, Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Administrative Bar Date Notice, Administrative Expense Claim Form and a pre-addressed, postage pre-paid return envelope upon the party listed on Exhibit N via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served a personalized Class D Ballot, Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Administrative Bar Date Notice, Administrative Expense Claim Form and a pre-addressed, postage pre-paid return envelope upon the party listed on Exhibit O via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served the Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Administrative Bar Date Notice and Administrative Expense Claim Form upon the parties listed on Exhibit P via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served the Final Modification Hearing Notice, Notice of Non-Voting Status, Administrative Bar Date Notice and Administrative Expense Claim Form upon the parties listed on Exhibit Q via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served the Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Unimpaired Notice, Administrative Bar Date Notice and Administrative Expense Claim Form upon the parties listed on Exhibit R via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served the Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Notice of Non-Voting Status, Administrative Bar Date Notice and Administrative Expense Claim Form upon the parties listed on Exhibit S via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served the Final Modification Hearing Notice, Creditors' Committee Letter, CD-ROM, Ballot Notice Party Memo, Administrative Bar Date Notice and Administrative Expense Claim Form upon the parties listed on Exhibit T via postage pre-paid U.S. mail.

On or before June 20, 2009, I caused to be served the Final Modification Hearing Notice, Administrative Bar Date Notice and Administrative Expense Claim Form upon the parties listed on Exhibit U via postage pre-paid U.S. mail.

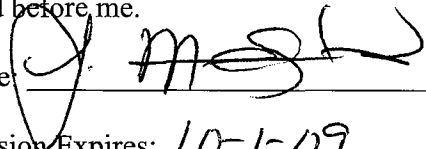
Dated: June 23, 2009


Evan Gershbein

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 23rd day of June, 2009, by Evan Gershbein, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature



Commission Expires: 10-1-09

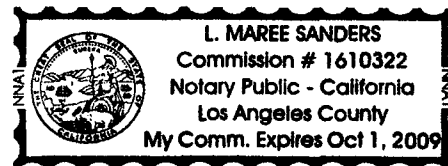


EXHIBIT U

CreditorName	CreditorNoticeName	Address1	Address2	Address3	Address4	City	State	Zip	Country
MONARCH MACHINE TOOL INC		PO BOX 4863				UTICA	NY	13501	
MONARCH MACHINE WORKS INC		110 BROADWAY				NORTH ATTLEBORO	MA	02760	
MONARCH MACHINE WORKS INC		110 BROADWAY				NORTH ATTLEBORO	MA	02761	
MONARCH MACHINE WORKS INC		PO BOX 807				NORTH ATTLEBORO	MA	02761	
MONARCH MANUFACTURING INC		2 RICHLYNN DR				BELCAMP	MD	21017	
MONARCH MARKING SYSTEMS INC		11034 SHADY TRL STE 104				DALLAS	TX	75229	
MONARCH MARKING SYSTEMS INC		1405 CENTRE CIRCLE DR				DOWNERS GROVE	IL	60515	
MONARCH MARKING SYSTEMS INC		25 S ALEX RD				MIAMISBURG	OH	45342	
MONARCH MARKING SYSTEMS INC		25 SOUTH ALEX				MIAMISBURGH	OH	45342	
MONARCH MARKING SYSTEMS INC		34000 CAPITOL AVE				LIVONIA	MI	48150	
MONARCH MARKING SYSTEMS INC		IDENTIFICATION SYSTEMS DIV	1 KOHNLE DR			MIAMISBURG	OH	45342-3632	
MONARCH MARKING SYSTEMS INC		PITNEY BOWES CO	7644 MCEWEN RD			CENTERVILLE	OH	45459	
MONARCH MARKING SYSTEMS INC		PO BOX 608				DAYTON	OH	45401-0608	
MONARCH MARKING SYSTEMS INC		PRAXAR MONARCH	PO BOX 945687			ATLANTA	GA	30394	
MONARCH MARKING SYSTEMS INC	C/O COOLIDGE WALL WOMSLEY & LOMBARD	SHANNON L COSTELLO	33 WEST FIRST ST	STE 600		DAYTON	OH	45402-1289	
MONARCH MARKING SYSTEMS INC	C/O COOLIDGE WALL WOMSLEY & LOMBARD	TIM HOFFMAN	33 WEST FIRST ST	STE 600		DAYTON	OH	45402-1289	
MONARCH MFG		7728 SERVICE CTR DR				WEST CHESTER	OH	45069	
MONARCH MFG INC		228 BYERS RD STE 200	RMT CHG PER LTR 05 06 04 AM			MIAMIBURG	OH	45342	
MONARCH MFG INC		7728 SERVICE CTR DR				WEST CHESTER	OH	45069	
MONARCH MFG INC	ACCOUNTS PAYABLE	2 RICHLYNN DR				BELCAMP	MD	21017	
MONARCH MFG INC EFT ARKAY INDUSTRIES		L 2611				COLUMBUS	OH	43260	
MONARCH SERVICES		CALLE 4 792 13	SALTILLO COAH 25107 NAZARIO ORTIZ GARZA SALTILLO			COAH			MEXICO
MONARCH SERVICES EFT		CUARTA AVENIDA 792 B	FRACC NAZARIO ORTIZ GARZA						MEXICO
MONARCH SERVICES SC		CALLE 4A NO 795 B				SALTILLO		25107	MEXICO
MONARCH SERVICES SC	COL NAZARIO ORTIZ GARZA	CUARTA AVE 792 B				SALTILLO COAH		25107	MEXICO CP
MONARCH TOOL & GAGE CO		23450 TELEGRAPH RD				SOUTHFIELD	MI	48034	
MONARCH TOOL & GAUGE CO		23450 TELEGRAPH RD				SOUTHFIELD	MI	48034	
MONARCH TOOL AND GAUGE CO		23450 TELEGRAPH RD				SOUTHFIELD	MI	48034	
MONARCH TRANSPORT	RANDY SHEPPERD	1616 ARGENTINE BLVD				KANSAS CITY	KS	66105	
MONARCH TRANSPORT LLC		PO BOX 413231				KANSAS CITY	MO	64141-3231	
MONARCH TRANSPORT LLC		1616 ARGENTINE BLVD	RMT CHG 5 11 05 CM			KANSAS CITY	KS	66105	
MONARCH TRANSPORT LLC		PO BOX 413231				KANSAS CITY	MO	64141-3231	
MONARCH WATER SYSTEMS		1230 BURNETT DR				XENIA	OH	45385	
MONARCH WATER SYSTEMS		1230 BURNETT DR				XENIA	OH	45385	
MONARCH WATER SYSTEMS INC		1230 BURNETT DR				XENIA	OH	45385	
MONARCH WATER SYSTEMS INC EFT		1230 BURNETT DR				XENIA	OH	45385	
MONARCH WELDING & ENGINEERING		1566 TECH PK DR				BAY CITY	MI	48706	
MONARCH WELDING & ENGINEERING		23538 PINEWOOD ST				WARREN	MI	48091-3122	
MONARCH WELDING & ENGINEERING		519 W HACKLEY AVE				MUSKEGON	MI	49444	
MONARCH WELDING & ENGINEERING		INC	1566 TECH PK DR			BAY CITY	MI	48706	
MONARCH WELDING & ENGINEERING INC		23538 PINEWOOD				WARREN	MI	48091	
MONARCH WELDING & ENGINEERING INC		23538 PINEWOOD ST				WARREN	MI	48091-3122	
MONARCH WELDING & ENGINEERING INC		1566 TECH PARK DR				BAY CITY	MI	48706	
MONARD ELSA		913 ROYAL AVE				ROYAL OAK	MI	48073	
MONAST KAREN		99 DEAN RD				SPENCERPORT	NY	14559	
MONAST KAREN		99 DEAN RD				SPENCERPORT	NY	14559	
MONAST, KAREN		99 DEAN RD				SPENCERPORT	NY	14559	
MONASTER MICHAEL		1011 W GROVE CTR ST				WEST COVINA	CA	91790	
MONASTESSE LESLIE W		1454 KWANA CT				PRESCOTT	AZ	86301-4447	
MONASTESSE LINDA S		2010 BROUGHTON SPRING RD				SOUTHSIDE	AL	35907-5309	
MONASTESSE WILLIAM		222 N FLORENCE				FULLERTON	CA	92833	
MONCADA NANCY		55 S PENINGTON RD				NEW BRUNSWICK	NJ	08901	
MONCADA NANCY		55 S PENINGTON RD				NEW BRUNSWICK	NJ	08901	
MONCREE JEFFERY		1037 DENNISON AVE				DAYTON	OH	45408	
MONCRIEF CAROLYN		4222 BROWNELL BLVD				FLINT	MI	48504	

Exhibit E

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
In re : Chapter 11
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
Debtors. : (Jointly Administered)
----- X

AFFIDAVIT OF SERVICE

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On or before October 9, 2009, I caused to be served the document listed below upon the parties listed on Exhibit A hereto via postage pre-paid U.S. mail:

Notice of (A) Order Approving Modifications to First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-in-Possession and (B) Occurrence of Effective Date (Docket No. 18958)

On or before October 13, 2009, I caused to be served the appropriate number of copies of the document listed below (i) upon the service list attached hereto as Exhibit B, for subsequent distribution to beneficial holders of Common Stock, CUSIP 172737 10 8; 6 ½% Notes due 2009, CUSIP 247126 AB 1; 7 1/8% Notes due 2029, CUSIP 247126 AC 9; 6.55% Notes due 2006, CUSIP 247126 AD 7; 6.50% Notes due 2013, CUSIP 247126 AE 5; 8 ¼% Adjustable Rate Subordinated Note due 2033, CUSIP 247126 AF 2; and 6.197% Junior Subordinated Note due 2033, CUSIP 247126 AG 0, via Overnight mail and hand delivery; (ii) upon the parties set forth on Exhibit C via postage pre-paid U.S. Mail; (iii) upon the registered holders of Common Stock listed on Exhibit D, provided by Computershare as transfer agent, via postage pre-paid U.S. Mail; and (iv) upon the service list attached hereto as Exhibit E via Electronic mail.

Notice of (A) Order Approving Modifications to First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-in-Possession and (B) Occurrence of Effective Date (Docket No. 18958)



054448109101500000000001

Dated: October 14, 2009

/s/ Evan Gershbein

Evan Gershbein

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 14th day of October, 2009, by
Evan Gershbein, proved to me on the basis of satisfactory evidence to be the person who
appeared before me.

Signature: /s/ Shannon J. Spencer

Commission Expires: 6/20/10

EXHIBIT A

CreditorName	CreditorNoticeName	Address1	Address2	Address3	Address4	City	State	Zip	Country
MONARCH MFG		7728 SERVICE CTR DR				WEST CHESTER	OH	45069	
MONARCH MFG INC		228 BYERS RD STE 200	RMT CHG PER LTR 05 06 04 AM			MIAMIURG	OH	45342	
MONARCH MFG INC		7728 SERVICE CTR DR				WEST CHESTER	OH	45069	
MONARCH MFG INC	ACCOUNTS PAYABLE	2 RICHLINN DR				BELCAMP	MD	21017	
MONARCH MFG INC EFT ARKAY INDUSTRIES		L 2611				COLUMBUS	OH	43260	
MONARCH SERVICES		CALLE 4 792 13	SALTILLO COAH 25107			COAH			MEXICO
MONARCH SERVICES EFT		CUARTA AVENIDA 792 B	NAZARIO ORTIZ GARZA SALTILLO			COAH			MEXICO
MONARCH SERVICES SC		CALLE 4A NO 795 B	FRACC NAZARIO ORTIZ GARZA			SALTILLO		25107	MEXICO
MONARCH SERVICES SC	COL NAZARIO ORTIZ GARZA	CUARTA AVE 792 B				SALTILLO COAH		25107	CP
MONARCH TOOL & GAGE CO		23450 TELEGRAPH RD				SOUTHFIELD	MI	48034	
MONARCH TOOL & GAUGE CO		23450 TELEGRAPH RD				SOUTHFIELD	MI	48034	
MONARCH TOOL AND GAUGE CO		23450 TELEGRAPH RD				SOUTHFIELD	MI	48034	
MONARCH TRANSPORT	RANDY SHEPPERD	1616 ARGENTINE BLVD				KANSAS CITY	KS	66105	
MONARCH TRANSPORT LLC		1616 ARGENTINE BLVD	RMT CHG 5 11 05 CM			KANSAS CITY	KS	66105	
MONARCH TRANSPORT LLC		PO BOX 413231				KANSAS CITY	MO	64141-3231	
MONARCH WATER SYSTEMS		1230 BURNETT DR				XENIA	OH	45385	
MONARCH WATER SYSTEMS INC		1230 BURNETT DR				XENIA	OH	45385	
MONARCH WATER SYSTEMS INC EFT		1230 BURNETT DR				XENIA	OH	45385	
MONARCH WELDING & ENGINEERING		1566 TECH PK DR				BAY CITY	MI	48706	
MONARCH WELDING & ENGINEERING		23538 PINWOOD ST				WARREN	MI	48091-3122	
MONARCH WELDING & ENGINEERING		519 W HACKLEY AVE				MUSKEGON	MI	49444	
MONARCH WELDING & ENGINEERING		INC	1566 TECH PK DR			BAY CITY	MI	48706	
MONARCH WELDING & ENGINEERING INC		1566 TECH PARK DR				BAY CITY	MI	48706	
MONARCH WELDING & ENGINEERING INC		23538 PINWOOD ST				WARREN	MI	48091-3122	
MONARCH WELDING & ENGINEERING INC		23538 PINWOOD				WARREN	MI	48091	
MONARD ELSA		913 ROYAL AVE				ROYAL OAK	MI	48073	
MONAST KAREN		99 DEAN RD				SPENCERPORT	NY	14559	
MONASTER MICHAEL		1011 W GROVE CTR ST				WEST COVINA	CA	91790	
MONASTESSE LESLIE W		1454 KWANA CT				PRESCOTT	AZ	86301-4447	
MONASTESSE LINDA S		2010 BROUGHTON SPRING RD				SOUTHSIDE	AL	35007-5309	
MONASTESSE WILLIAM		222 N FLORENCE				FULLERTON	CA	92833	
MONCADA NANCY		55 S PENNINGTON RD				NEW BRUNSWICK	NJ	08901	
MONCREE JEFFERY		1037 DENNISON AVE				DAYTON	OH	45408	
MONCRIEF CAROLYN		4222 BROWNELL BLVD				FLINT	MI	48504	
MONCRIEF EDDIE		190 LILBURNE DR				YOUNGSTOWN	OH	44505-4858	
MONCRIEF RUTH		1782 NEWFIELD RD				COLUMBUS	OH	43209	
MONCRIEF WILLIE		3462 SENORA S E				GRAND RAPIDS	MI	49508	
MONCRIEF WILLIE J		3462 SENORA AVE SE				GRAND RAPIDS	MI	49508-2508	
MONCRIEF BLENDIA		1719 JOY ST				SAGINAW	MI	48601	
MONCZKA MITCHELL		875 ROLLING HILLS LN APT 2				LAPEER	MI	48446-4779	
MONDA CROSS C O TARRANT CTY CSO		100 HOUSTON 3RD FL CIV CTS BLD				FORT WORTH	TX	76196	
MONDAY RODEHEFFER JONES &		ALBRIGHT	1915 BROAD RIPPLE AVE			INDIANAPOLIS	IN	46220	
MONDAY RODEHEFFER JONES AND ALBRIGHT		1915 BROAD RIPPLE AVE				INDIANAPOLIS	IN	46220	
MONDEAU GARY		6357 DAVISON RD				BURTON	MI	48509	
MONDEJAR, RACHELLE		340 MAPLELAWN ST SW				WYOMING	MI	49548	
MONDELLO PAMELA		3319 CHECKERD TAVERN RD				GASPORT	NY	14067	
MONDI PACKAGING GB LTD		OLD HALL INDSTL EST				WIRRAL		0CH62- 3QH	UNITED
MONDI PLC		BUILDING 1 1ST FL				ADDLESTONE	SY	KT15 2PG	KINGDOM
MONDOL RAJENDRA		3380 CHRISTY WAY				SAGINAW	MI	48603	
MONDRAGON ASSEMBLY S COOP		POLIGONO BAINETXE A 5				ARETXABALETA	20	20550	ES
MONDRAGON ASSEMBLY SA DE CV		CIRCUITO EL MARQUES NO 2 NAVE B				EL MARQUES	QRO	76240	MX
MONDRAGON DIANA		130 SPRITCHARD AVE A				FULLERTON	CA	92833	
MONDRAGON EDUARDO		9458 BURNING TREE				SAGINAW	MI	48609	
MONDRAGON, EDUARDO RAUL		9458 BURNING TREE				SAGINAW	MI	48609	
MONDY PACKAGING		OLD HALL INDUSTRIAL ESTATE	PO BOX CH623QH			WIRRAL		L623QH	UNITED
MONEY DANIEL		3526 CHAMBERS RD				VASSAR	MI	48768	KINGDOM
MONEY GARY		7259 OAKBAY DR				NOBLESVILLE	IN	46062	
MONEY JAMES		6003 LAKEWOOD DR				FAIRFIELD	OH	45011	
MONEY JIM		6003 LAKEWOOD DR				FAIRFIELD	OH	45011	
MONEY NORA S		616 CANDYWOOD DR				VIENNA	OH	44473-9505	
MONEYBRAKE STEVE		11610 ORCHARD PARK DR				SPARTA	MI	49345-9552	
MONEYPENNY LARRY		4932 STROUPS HICKOX RD				W FARMINGTON	OH	44491-9757	
MONEYPENNY, LARRY		4932 STROUPS HICKOX RD				W FARMINGTON	OH	44491	
MONFALCONE MARIETTA		970 H CTR PL DR				ROCHESTER	NY	14615-4018	
MONG GREGORY J		2601 NILES VIENNA RD				NILES	OH	44446-4403	
MONGEON MARY		5151 SHUNPIKE RD				LOCKPORT	NY	14094	
MONGEON, MARY JOAN		4 OAKSHIRE WY				PITTSFORD	NY	14534	
MONGIELO DAVID		5306 ERNEST RD				LOCKPORT	NY	14094-5414	
MONGIELO DAVID S		5306 ERNEST RD				LOCKPORT	NY	14094	
MONICA BERNADETE SOUZA		4950 E BUOLONG ST				ANAHEIM	CA	92807	
MONICA G GILBERT	SONNENSCHN NATH & ROSENTHAL LLP	3000 VIA SAN CARLO				MONTEBELLO	CA	90640	
MONICA J MACHEN		8000 SEARS TOWER				CHICAGO	IL	60606	
MONICA JOHN		4138 ARLINGTON				ROYAL OAK	MI	48073	
MONICA JOY SMITH		RR1 BOX 123C SUNSET				HAUBSTADT	IN	47639	
MONICA MARTIN		3805 N LUPINE LN APT F				CALABASAS	CA	91302	
MONICA MCGRIFF		W6195 W BUSH RD				PARDEEVILLE	WI	53954	
MONICA MOSHENKO		50 CAMPBELL BLVD				GETZVILLE	NY	14068	
MONICA R JONES		961 CANAAN				ST LOUIS	MO	63147	
MONICA THOMPSON		2276 WOODVIEW RD 818				YPSILANTI	MI	48198	
MONICATTI PAUL F		1301 W LONG LAKE RD STE 135				TROY	MI	48098	
MONIE PHILLIP		7600 SPRINGDAWN RD				TROTWOOD	OH	45426	

Exhibit F

IN THE CIRCUIT COURT
OF JACKSON COUNTY, MISSOURI
CIVIL DIVISION

COPY

FILED
DEPT. OF CIVIL RECORDS
COURT ADMINISTRATOR'S OFFICE

APR 03 2010

CIRCUIT COURT OF JACKSON CO., MO.
BY _____ DCA

FKMT, LLC)
f/k/a MONARCH TRANSPORT, LLC,)
)
Plaintiff,)
)
v.)
)
DELPHI CORPORATION,)
)
Defendant, Counterclaimant,)
And Third-Party Plaintiff,)
)
v.)
)
FKMT, LLC,)
)
Plaintiff and Counter-defendant,)
)
and)
)
MONARCH TRANSPORT LLC,)
f/k/a OSAGE HOLDINGS, LLC,)
)
Third-Party Defendant.)

Case No. 0816-CV39025

Division 6
Chapter 60

**DELPHI CORPORATION'S MOTION TO DISMISS FOR
FAILURE TO FILE THE MANDATORY ADMINISTRATIVE CLAIM**

COMES NOW defendant/counterclaimant/third-party plaintiff Delphi Corporation, by and through its attorneys Korten Hof McGlynn LLC and Maureen A. McGlynn, and prays that this Court dismiss plaintiff's action against it because plaintiff failed to file an administrative claim in the Bankruptcy Court, as more fully set forth herein:

1. On October 8 and 14, 2005, Delphi Corporation ("Delphi") and certain of its domestic affiliates (including without limitation, Delphi Automotive Systems LLC and collectively referred to herein as the "Debtors,") filed petitions for reorganization relief under

Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”).

2. On December 10, 2007, in the Chapter 11 case In re Delphi Corporation, et al., Case No. 05-44481 (RDD) (Bankr. S.D.N.Y.) (n/k/a In re DPH Holdings Corp., et al.), the Debtors filed their First Amended Joint Plan of Reorganization (Docket No. 11386)¹ (the “Plan”) and related disclosure statement (the “Disclosure Statement”) (Docket No. 11388). On January 25, 2008, the Bankruptcy Court entered an order (Docket No. 12359) (the “Confirmation Order”) confirming the Plan, as modified (the “Confirmed Plan”). The Confirmation Order became final on February 4, 2008.

3. On June 16, 2009, in the Chapter 11 case In re Delphi Corporation, et al., Case No. 05-44481 (RDD) (Bankr. S.D.N.Y.) (n/k/a In re DPH Holdings Corp., et al.), the Debtors filed the First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession (As Modified) (Docket No.17030) (the “Modified Plan”). The Modified Plan made certain modifications to the terms of the Confirmed Plan. To comply with the requirements of 11 U.S.C. §§1125 and 1127, on the same date, the Debtors filed a supplement to the Disclosure Statement (the “Supplement”).

4. In connection with the Debtors’ Modified Plan and the Supplement, the Debtors sought an order from the Bankruptcy Court, among other things, approving the Supplement as containing adequate information, as defined under 11 U.S.C. §1125, authorizing the solicitation of votes on the Modified Plan, and establishing a bar date for the submission of claims asserting administrative expense priority under 11 U.S.C. §503(b). In connection therewith, and after notice and a hearing, on June 16, 2009, the Bankruptcy Court entered that certain Order (A)(I) Approving Modifications to Debtors’ First Amended Plan of

¹ All references herein to the Bankruptcy Court Docket can be found at www.dphholdingsdocket.com

Reorganization (As Modified) and Related Disclosures and Voting Procedures and (II) Setting Final Hearing Date to Consider Modifications to Confirmed First Amended Plan of Reorganization and (B) Setting Administrative Expense Claims Bar Date and Alternative Transaction Hearing Date (Docket No. 17032) (the "Modification Procedures Order").

5. Pursuant to Paragraphs 38 and 41 of the Modification Procedures Order:

Any party that wishes to assert an administrative claim under 11 U.S.C. §503(b) for the period from the commencement of these cases through June 1, 2009 shall file a proof of administrative expense (each, an "Administrative Expense Claim Form") for the purpose of asserting an administrative expense request, including any substantial contribution claims (each, an "Administrative Expense Claim" or "Claim") against any of the Debtors. July 15, 2009 at 5:00 p.m. prevailing Eastern time shall be the deadline for submitting all Administrative Expense Claims (the "[Initial] Administrative Expense Bar Date") for the period from the commencement of these cases through June 1, 2009.

Modification Procedures Order ¶38.

Any party that is required but fails to file a timely Administrative Expense Claim Form shall be forever barred, estopped and enjoined from asserting such claim against the Debtors, and the Debtors and their property shall be forever discharged from any and all indebtedness, liability, or obligation with respect to such claim.

Modification Procedures Order ¶41.

6. As noted on the Affidavit of Service executed by Evan Gershbein and filed in the Chapter 11 cases (Docket No. 17267), due and proper notice of the initial Administrative Expense Bar Date was provided to plaintiff on or prior to June 20, 2009. In addition to providing direct service through the mailing of applicable documents as provided in Paragraph 42 of the Modification Procedures Order, notice of the initial Administrative Expense Bar Date was also published in the Detroit Free Press, the New York Times (national edition), the Wall Street Journal (national, European, and Asian editions), and USA Today (worldwide) as required by Paragraph 43 of the Modification Procedures Order (see

applicable affidavits of publication at Docket Nos. 17407-17411). Pursuant to Paragraph 44 of the Modification Procedures Order, satisfaction of direct notice and publication notice constitutes adequate and sufficient notice of the Initial Administrative Expense Bar Date and is deemed to satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules of the Bankruptcy Court.

7. On July 30, 2009, the Bankruptcy Court entered its Order Approving Modifications Under 11 U.S.C. §1127(b) to (I) First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession, as Modified and (II) Confirmation Order (Docket No. 12359) (Docket No. 18707) (the “Modification Approval Order”), which confirmed the Debtors’ Modified Plan.

8. On October 6, 2009, the “Effective Date” of the Modified Plan occurred and the Modified Plan was substantially consummated. On that date, the Debtors emerged from Chapter 11 as reorganized entities (the “Reorganized Debtors”).

9. Paragraph 47 of the Modification Approval Order provides in part that “any request for payment of an Administrative Claim **that is not timely filed and served shall be disallowed automatically** without the need for any objection from the Debtors or the Reorganized Debtors.” Modification Approval Order ¶47 (emphasis added).

10. Plaintiff is asserting that Delphi owes money for previously unpaid transportation invoices, for services performed prior to June 1, 2009. Assertion of this type of claim falls squarely into the types of claims that were required to be filed by the Initial Administrative Expense Date as set forth in Paragraph 38 of the Modification Procedures Order.

11. Plaintiff failed to file an Administrative Expense Claim by the Initial Administrative Claims Bar Date and **thus is barred from asserting any claim that arose prior to June 1, 2009, against any of the Debtors including, without limitation Delphi Corporation and certain of its domestic affiliates.**

12. Because Plaintiff failed to file an Administrative Expense Claim before the applicable bar date, pursuant to the Bankruptcy Court's order, any administrative expense claim that may have been assertable by plaintiff shall be disallowed automatically. Accordingly, this action should be dismissed with prejudice.

13. Moreover, pursuant to the discharge of the Debtors contained in Article 11.2 of the Modified Plan, plaintiff may only receive a distribution on its claim as provided by the Modified Plan. Specifically, under 11 U.S.C. §1141(d) and pursuant to the terms of the Modification Approval Order and the Modified Plan, upon the Effective Date, all claims against the Debtors that arose on or prior to the Effective Date were discharged. Specifically, Article 11.2 of the Modified Plan provides that:

The distributions and rights that are provided in [the Modified] Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims and Causes of Action, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and Interests in the Debtors of any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to [the Modified] Plan on account of such claims, rights, and Interests, including, but not limited to Claims and Interests that arose before the Effective Date.

Modified Plan Art. 11.2.

14. In addition, upon the effectiveness of the Modified Plan, an injunction was imposed. Specifically, the Modified Plan and the Modification Approval order contain a permanent injunction against, among other things, the commencement or continuation of any

action to recover against any claim against the Debtors that arose on or prior to October 6, 2009. Article 11.14 of the Modified plan provides that (emphasis added):

The satisfaction, release and discharge pursuant to [Article XI of the Modified Plan] shall act as an injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim, Interest, or Cause of Action satisfied, released, or discharged under [the Modified] Plan to the fullest extent authorized or provided by the Bankruptcy Code...

Modified Plan Art. 11.14 (emphasis added).

15. Similarly, Paragraph 22 of the Modification Approval order provides that:

The Debtors and all Persons shall be precluded and permanently enjoined on and after the Effective Date from (a) commencing or continuing in any manner any Claim, action, employment of process, or other proceeding of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (b) the enforcement, attachment, collection, offset, recoupment, or recovery by any manner or means of any judgment, award, decree, order, or otherwise with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, (c) creating, perfecting, or enforcing any encumbrance of any kind with respect to any Claim, interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date, and (d) asserting any Claims, Interest, or Causes of Action that are satisfied, discharged, released, or subject to exculpation hereby or by the Modified Plan.

Modification Approval Order ¶22. Accordingly, the permanent injunction in the Modified Plan and Modification Approval Order prohibits the commencement or continuation of any action to recover any claim against the Debtors that arose on or prior to October 6, 2009.

16. Because Plaintiff failed to file an administrative claim in the Bankruptcy Court on or prior to the bar dates established by the Bankruptcy Court, plaintiff is barred from asserting claims against the Debtors. Therefore, this action must be dismissed with prejudice.

WHEREFORE, Delphi Corporation prays that this Court immediately dismiss plaintiff's claims against it, with prejudice, each party to bear its own costs.

KORTENHOF MCGLYNN LLC


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mo@mcglynnlaw.com
1015 Locust St., Suite 710
St. Louis, Missouri 63101
PH: (314) 727-1000
Fax: (314) 727-2960
Attorneys for Delphi Corporation

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing was mailed, postage prepaid, on this 1st day of April, 2010, to:

Attorney for Plaintiff

Troy Renkemeyer
Renkemeyer Campbell, LP
7500 College Blvd., Suite 900
Overland Park, KS 66210

Attorney for New Monarch

Mr. Thomas M. Franklin
The Franklin Law Firm
300 UMB Bank Building
1310 Carondelet Dr.
Kansas City, MO 64114

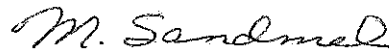


Exhibit G

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY**

FKMT, LLC

f/k/a MONARCH TRANSPORT, LLC,

Plaintiff,

v.

DELPHI CORPORATION

Defendant, Counterclaimant,
And Third-Party Plaintiff,

v.

FKMT, LLC

Plaintiff and Counter-defendant

v.

MONARCH TRANSPORT LLC,
f/k/a/ OSAGE HOLDINGS, LLC,

Third-Party Defendant.

Case No. 0816-CV39025

Division No. 6
Chapter 60

**PLAINTIFF'S RESPONSE TO DELPHI CORPORATION'S
MOTION TO DISMISS FOR FAILURE TO FILE THE MANDATORY
ADMINISTRATIVE CLAIM**

COMES NOW Plaintiff FKMT, LLC (hereinafter "FKMT") by and through undersigned counsel, and prays for this Court to deny Defendant/counterclaimant/third-party plaintiff Delphi Corporation's (hereinafter "Delphi") Motion to Dismiss for Failure to File the Mandatory Administrative Claim. In support of its position, Plaintiff FKMT states as follows:

1. Plaintiff is not required to file proof of administrative expense by filing an ~~Administrative Expenses Claim Form against Defendant Delphi.~~
2. According to 11 U.S.C. §503(b), administrative expenses include:

(1)

(A) the actual, necessary costs and expenses of preserving the estate including –

(i) wages, salaries, and commissions for services rendered after the commencement of the case; and

(ii) wages and benefits awarded pursuant to a judicial proceeding or a proceeding of the National Labor Relations Board as back pay attributable to any period of time occurring after commencement of the case under this title, as a result of a violation of Federal or State law by the debtor, without regard to the time of the occurrence of unlawful conduct on which such award is based or to whether any services were rendered, if the court determined that payment of wages and benefits by reason of the operation of this clause will not substantially increase the probability of layoff or termination of current employees, or of nonpayment of domestic support obligations, during the case under this title;

(B) any tax –

(i) incurred by the estate, whether secured or unsecured, including property taxes for which liability is in rem, in personam, or both, except a tax of a kind specified in section 507 (a)(8) of this title; or

(ii) attributable to an excessive allowance of a tentative carryback adjustment that the state received, whether the taxable year to which such adjustment related ended before or after the commencement of the case;

(C) any fine, penalty, or reduction in credit relating to a tax of a kind specified in subparagraph (B) of this paragraph; and

(D) notwithstanding the requirements of subsection (a), a governmental unit shall not be required to file a request for the payment of an expense described in subparagraph (B) or (C), as a condition of its being an allowed administrative expense;

(2) compensation and reimbursement awarded under section 330 (a) of this title;

(3) the actual, necessary expenses, other than compensation and reimbursement specified in paragraph (4) of this subsection, incurred by –

(A) a creditor that files a petition under section 303 of this title;

(B) a creditor that recovers, after the court's approval, for the benefit of the estate any property transferred or concealed by the debtor;

(C) a creditor in connection with the prosecution of a criminal offense relating to the case or to the business or property of the debtor;

(D) a creditor, an indenture trustee, an equity security holder, or a committee representing creditors or equity security holders other than a committee appointed under section 1102 of this title, in making a substantial contribution in a case under chapter 9 or 11 of this title;

(E) a custodian superseded under section 543 of this title, and compensation for the services of such custodian; or

- (F) a member of a committee appointed under section 1102 of this title, if such expenses are incurred in the performance of the duties of such committee;
- (4) reasonable compensation for professional services rendered by an attorney or an accountant of an entity whose expense is allowable under subparagraph (A), (B), (C), (D), or (E) of paragraph (3) of this subsection, based on the time, the nature, the extent, and the value of such services, and the cost of comparable services other than in a case under this title, and reimbursement for actual, necessary expenses incurred by such attorney or accountant;
- (5) reasonable compensation for services rendered by an indenture trustee in making a substantial contribution in a case under chapter 9 or 11 of this title, based on the time, the nature, and the value of such services, and the cost of comparable services other than in a case under this title;
- (6) the fees and mileage payable under chapter 119 of title 28;
- (7) with respect to a nonresidential real property lease previously assumed under section 365, and subsequently rejected, a sum equal to all monetary obligations due, excluding those arising from or relating to a failure to operate or a penalty provision, for the period of 2 years following the later of the rejection date or the date of actual turnover of the premises, without reduction or setoff for any reason whatsoever except for sums actually received or to be received from an entity other than the debtor, and the claim for remaining sums due for the balance of the term of the lease shall be a claim under section 502 (b)(6);
- (8) the actual, necessary costs and expenses of closing a health care business incurred by a trustee or by a Federal agency (as defined in section 551 (1) of title 5) or a department or agency of a State or political subdivision thereof, including any cost or expenses incurred –
 - (A) in disposing of patient records in accordance with section 351; or
 - (B) in connection with transferring patients from the health care business that is in the process of being closed to another health care business; and
- (9) the value of any goods received by the debtor within 20 days before the date of commencement of a case under this title in which the goods have been sold to the debtor in the ordinary course of such debtor's business.

3. Plaintiff's claim against Defendant Delphi is for unpaid invoices arising from shipping services provided by Plaintiff on behalf of Defendant Delphi, services which clearly do not fall under any provision of 11 U.S.C. 503(b) above, and therefore

Plaintiff was not required to file an Administrative Expenses Claim Form in order to reserve its claim asserted in this litigation.

4. Contrary to the assertion of Defendant Delphi, Plaintiff never received the notice of the initial Administrative Expense Bar Date. As such, the Debtor's Modified Plan and the Modification Approval Order do not apply to the claim asserted by Plaintiff in this litigation.

5. On April 18, 2009, Defendant Delphi filed a Third-Party Petition in Interpleader way in advance of the Administrative Expense Bar Date set for July 15, 2009.

6. Defendant Delphi failed to place any money with the Court pursuant to their interpleader action which, had such funds been placed with the Court, said funds would not have been prevented from being distributed pursuant the bar on administrative expenses.

7. Defendant has consistently represented to Plaintiff, both before and after the bar date of July 15, 2009, that it intended to pay the invoices that it interplead. *See* email attached hereto as Exhibit A. These representations constitute a waiver of any rights it may have to rely upon in the Modification Approval Order to dismiss its obligations sought to be enforced by Plaintiff. In the alternative, the representations are misrepresentations made by Defendant Delphi to Plaintiff and relied upon by Plaintiff.

WHEREFORE, Plaintiff FKMT prays that this Court deny Defendant Delphi's Motion to Dismiss and for such other and appropriate relief as the Court deems just.

Respectfully submitted,

RCW LAW FIRM

By: 

Troy Renkemeyer, MO Bar #47371
7500 College Blvd., Suite 900
Overland Park, KS 66210
Telephone: 913-906-9810
Fax: 913-906-9840
trenkemeyer@rcwlawfirm.com
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

It is hereby certified that a copy of the above document was mailed by U.S. mail, first-class postage prepaid, this 15 day of April, 2010 to the following:

Maureen A. McGlynn
McGlynn and Luther
500 North Broadway, Suite 1515
St. Louis, MO 63102
Attorneys for Defendant

Thomas M. Franklin
The Franklin Law Firm
300 UMB Bank Building
1310 Carondelet Drive
Kansas City, MO 64114
*Attorneys for Monarch Transport, LLC
(f/k/a Osage Holdings, LLC)*

RENKEMEYER CAMPBELL, LP

By: 

Troy Renkemeyer, CPA, LLM
MO Bar #47371
7500 College Blvd., Suite 900
Overland Park, KS 66210
Telephone: 913-906-9810
Fax: 913-906-9840
trenkemeyer@rcwlawfirm.com
Attorneys for Plaintiff

Exhibit A

Troy Renkemeyer

From: Maureen A. McGlynn [mo@mcglynnlaw.com]
Sent: Monday, November 09, 2009 12:43 PM
To: Troy Renkemeyer
Subject: Monarch v. Delphi et al

Troy,

My client needs the Bills of Lading and proof of delivery for the loads underlying the invoices you sent last week. Apparently that is the heart of the problem here: Delphi has no proof that these loads were ever actually delivered. Can you get this information?

Mo

Maureen A. McGlynn
McGlynn & McGlynn LLC
500 North Broadway, Suite 1515
Saint Louis, MO 63102
(314) 727-1000
FAX (314) 727-2960
mo@mcglynnlaw.com

Exhibit H

IN THE CIRCUIT COURT
OF JACKSON COUNTY, MISSOURI
CIVIL DIVISION

COPY

FKMT, LLC)
f/k/a MONARCH TRANSPORT, LLC,)
)
Plaintiff,)
)
v.)
)
DELPHI CORPORATION,)
)
Defendant, Counterclaimant,)
And Third-Party Plaintiff,)
)
v.)
)
FKMT, LLC,)
)
Plaintiff and Counter-defendant,)
)
and)
)
MONARCH TRANSPORT LLC,)
f/k/a OSAGE HOLDINGS, LLC,)
)
Third-Party Defendant.)

Case No. 0816-CV39025

Division 6
Chapter 60

FILED-CLERK
JAC
10 JUN 17 AM 11:24

**DELPHI CORPORATION'S REPLY TO PLAINTIFF'S OPPOSITION TO
DELPHI'S MOTION TO DISMISS BASED UPON THE BANKRUPTCY ORDER
AND PLAINTIFF'S FAILURE TO FILE A MANDATORY CLAIM**

INTRODUCTION

Delphi has pending before this Court its Motion to Dismiss based upon an Order of Bankruptcy and plaintiff's failure to file the mandatory administrative claim. Plaintiff filed a memorandum in opposition to Delphi's motion, based upon two erroneous arguments: First, plaintiff incorrectly concludes, without authority, that Monarch Transport was not required to file proof of an administrative expense; second, plaintiff improperly asserts that it did not receive notice of the requirement to file such a claim, although notice was sent. As set forth

more fully below, both arguments are completely without merit, and plaintiff's lawsuit must be dismissed.

ARGUMENT

Despite plaintiff's arguments to the contrary, Monarch Transport was required to file an Administrative Claim.

The Bankruptcy Court's Modification Procedures Order, a copy of which is attached hereto as Exhibit A, sets forth the requirement that plaintiff needed to file an Administrative Claim to preserve its ability to collect on previously unpaid invoices for transportation services, if any. In relevant part, the Order reads:

Any party that wishes to assert an administrative claim under 11 U.S.C. §503(B) from the period from the commencement of these cases through June 1, 2009 **shall file a proof of administrative expense** (each, an "Administrative Expense Claim Form") for the purpose of asserting an administrative expense request...July 15, 2009 at 5:00 p.m. prevailing Eastern time shall be the deadline for submitting all Administrative Expense Claims...

See Exhibit A at paragraph 38 (emphasis added). By its plain language, the Modification Procedures Order required plaintiff to submit a claim form.

Paragraph 39 of the Modification Procedures Order identifies a limited group of creditors who are exempt and therefore not required to file an Administrative Claim to preserve their rights against Delphi. This defined group includes any creditor who holds:

Any claim for post-petition goods and services delivered to the debtors prior to June 1, 2009, that are not yet due and payable pursuant to the applicable contract terms.

See Exhibit A at paragraph 39 (emphasis added). This exemption does not act to relieve Monarch Transport of the requirement of filing an Administrative Claim. Rather, although plaintiff says that it delivered goods and services to Delphi after the original bankruptcy Petition was filed and before June 1, 2009, plaintiff also argues that payment is long overdue.

By definition, then, this removes Monarch Transport from the group of creditors to whom the stated exemption applies. Rather, only those creditors delivering post-petition goods and services prior to June 2, 2009, **for which payment in the ordinary course of business is not yet due**, are relieved of the Administrative Claim requirement.

It remains without dispute that plaintiff's claim against Delphi falls squarely within the language of the Modification Procedures Order, such that plaintiff was required to file an Administrative Claim form to preserve its rights against Delphi. No such form was filed and therefore plaintiff retains no right to collect any money allegedly due.

Despite plaintiff's arguments to the contrary, plaintiff was provided notice.

Plaintiff incorrectly argues that it did not receive notice of the Administrative Claim requirement. To the contrary, Delphi's agent mailed all required notices and information to three entities/addresses associated with Monarch Transport:

MONARCH TRANSPORT
RANDY SHEPPERD
1616 ARGENTINE BOULEVARD
KANSAS CITY, KS 66105

MONARCH TRANSPORT
1616 ARGENTINE BOULEVARD
RMT CHG 5 11 05 CM
KANSAS CITY, KS 66105

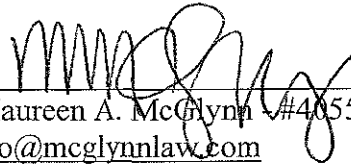
MONARCH TRANSPORT LLC
P.O. BOX 413231
KANSAS CITY, MO 64141-3231

See Affidavit of Dean Unrue, attached hereto as Exhibit B.¹ Further, legally sufficient notice was published in numerous newspapers. See Exhibit B. Because notice was properly delivered, plaintiff's argument in this respect must fail.

¹ Mr. Unrue is currently traveling abroad on business, but drafted and approved an Affidavit in support of this pleading. An executed copy of said Affidavit will be immediately filed.

WHEREFORE, Delphi Corporation prays that this Court immediately dismiss plaintiff's claims against it, with prejudice, each party to bear its own costs, and for such other and further relief as this Court deems just and proper.

KORTENHOF MCGLYNN LLC



Maureen A. McGlynn #40552

mo@mcglynnlaw.com

1015 Locust St., Suite 710

St. Louis, Missouri 63101

PH: (314) 727-1000

Fax: (314) 727-2960

Attorneys for Delphi Corporation

CERTIFICATE OF SERVICE

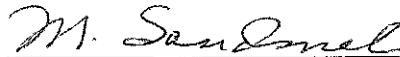
The undersigned certifies that a copy of the foregoing was mailed, postage prepaid, on this 14th day of June, 2010, to:

Attorney for Plaintiff

Troy Renkemeyer
Renkemeyer Campbell, LP
7500 College Blvd., Suite 900
Overland Park, KS 66210

Attorney for New Monarch

Mr. Thomas M. Franklin
The Franklin Law Firm
300 UMB Bank Building
1310 Carondelet Dr.
Kansas City, MO 64114



UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
:
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
Debtors. : (Jointly Administered)
:
-----X

ORDER (A)(I) APPROVING MODIFICATIONS TO DEBTORS' FIRST AMENDED PLAN
OF REORGANIZATION (AS MODIFIED) AND RELATED DISCLOSURES AND VOTING
PROCEDURES AND (II) SETTING FINAL HEARING DATE TO CONSIDER
MODIFICATIONS TO CONFIRMED FIRST AMENDED PLAN OF REORGANIZATION
AND (B) SETTING ADMINISTRATIVE EXPENSE CLAIMS BAR DATE AND
ALTERNATIVE TRANSACTION HEARING DATE

("MODIFICATION PROCEDURES ORDER")

Upon the motion dated October 3, 2008 (Docket No. 14310) (the "Motion"),¹ and
the supplement to the Motion dated June 1, 2009 (Docket No. 16646) (the "Motion Supplement")
of Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and
debtors-in-possession in the above-captioned cases (each, a "Debtor"), for entry of an order (i)
approving (a) certain modifications to the confirmed First Amended Joint Plan of Reorganization
of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession, as amended on
January 25, 2008 (the "Confirmed Plan"), (b) certain supplements to the First Amended
Disclosure Statement with respect to the Confirmed Plan (Docket No. 11388) (the "December 10

¹ Capitalized terms not defined herein shall have the meanings ascribed to them in the Order Approving (I) Disclosure Statement, (II) Record Date, Voting Deadline, and Procedures for Temporary Allowance of Certain Claims, (III) Hearing Date to Consider Confirmation of Plan, (IV) Procedures for Filing Objections to Plan, (V) Solicitation Procedures for Voting on Plan, (VI) Cure Claim Procedures, (VII) Procedures for Resolving Disputes Relating to Postpetition Interest, and (VIII) Reclamation Claim Procedures, entered on December 10, 2007 (Docket No. 11389) (the "December 10 Solicitation Procedures Order"), a copy of which is attached hereto as Exhibit A without exhibits.

Disclosure Statement"), and (c) related modifications to those voting procedures set forth in the December 10 Solicitation Procedures Order, (ii) setting a final hearing date for approval of the Debtors' proposed plan modifications, (iii) setting of a bar date for filing proofs claim for administrative expenses for postpetition claims arising before June 1, 2009, and (iv) setting an alternative sale hearing (the "Alternative Sale Hearing") date of July 23, 2009, to be used, only if necessary, to consider the sale of substantially all the Debtors' assets if the Court does not approve the Debtors' proposed plan modifications on that date; and upon the objections of Robert Ward (Docket No. 14338), Sheryl Carter (Docket No. 14339), Liquidity Solutions, Inc. (Docket No. 14340), Pension Benefit Guaranty Corporation (Docket No. 16893), Kensington International Limited, Manchester Securities Corp, and Springfield Associates LLC (Docket No. 16895), Autocam Corporation (Docket No. 16896), JP Morgan Chase Bank, NA (Docket No. 16897), Appaloosa Management LP, A-D Acquisition Holdings, LLC, Harbinger Del-Auto Investment Company Ltd., Harbinger Capital Partners Master Fund I, Ltd., Merrill, Lynch, Pierce, Fenner & Smith, Incorporated, Pardus Special Opportunities Master Fund L.P., and Pardus DPH Holdings (Docket No. 16898), Official Committee of Unsecured Creditors (Docket No. 16900), Collective of DIP Lenders (Docket No. 16903), UBS Securities LLC (Docket No. 16904), Wilmington Trust Company (Docket No. 16907), and various individual letter objections; and the Court having reviewed the Motion and the supplements to the December 10 Disclosure Statement (as modified, the "Supplement"); and a hearing having been held on June 10, 2009 (the "Preliminary Modification Hearing"); and upon the representations of the Debtors, GM and Parnassus/Platinum on the record of the Preliminary Modification Hearing regarding section 9.40 of the MDA, and the subsequent modification of that provision; and the Court having reviewed and considered (i) the Supplement, (ii) the Motion, (iii) the Motion Supplement,

(iv) the adequacy of notice, and (v) the record established at the Preliminary Modification Hearing, including the evidence proffered or adduced at the Preliminary Modification Hearing; and the Debtors having submitted proposed modifications of the Supplement in light of the Court's comments at the hearing, and the Court having found and concluded that, as modified, the Supplement contains "adequate information" for purposes of sections 1125 and 1127(c) and (f) of the Bankruptcy Code; and for the reasons stated on the record at the Preliminary Modification Hearing, and after due deliberation thereon, and good cause appearing therefor, the Court hereby finds as follows:

A. The Supplement complies with the requirements of 11 U.S.C. §§ 101-1330 (the "Bankruptcy Code"), and the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and satisfies the requirements of section 1127(c) of the Bankruptcy Code because the Debtors' Supplement and proposed procedures comply with the requirements of section 1125 of the Bankruptcy Code, including without limitation, disclosing adequate information as that term is defined in section 1125 of the Bankruptcy Code and complying with the requirements of Bankruptcy Rule 3016(c) by sufficiently describing in specific and conspicuous bold language the provisions of the Confirmed Plan, as modified (the "Modified Plan") that provide for releases and injunctions against conduct not otherwise enjoined under the Bankruptcy Code and sufficiently identifying the persons and entities that are subject to the releases and injunctions.

B. Good cause exists for shortened notice of the hearing on the adequacy of the Supplement under Bankruptcy Rule 9006(c)(1). The Debtors' notice of the hearing on the Motion, the Motion Supplement, the Supplement, the Preliminary Modification Hearing, and the time fixed for filing objections to the Motion Supplement was good and sufficient under the particular circumstances, and no other or further notice need be given.

C. The Debtors' solicitation procedures, as approved by this Court in the December 10 Solicitation Procedures Order, with such modifications as set forth herein, are applicable and appropriate for the Debtors to resolicit votes on the Modified Plan.

D. Resolicitation of votes for holders of claims and/or interests in Classes C-1 (General Unsecured Claims) and D (GM Claim) is appropriate because of the nature of the modifications included in the Modified Plan.

E. Solicitation of votes for holders of claims in Class C-2 (PBGC Claim) is appropriate because of the nature of the modifications included in the Modified Plan.

F. Solicitation of votes for holders of claims and/or interests in Class A (Secured Claims) is appropriate because of the nature of the modifications included in the Modified Plan.

G. Not soliciting votes from holders of claims and/or interests in Classes E, G, and H² is appropriate because of the nature of the modifications included in the Modified Plan.

H. The Debtors' solicitation procedures, as approved by this Court in the December 10 Solicitation Procedures Order, with such modifications as set forth herein, are applicable and appropriate for the Debtors to resolicit votes on the Modified Plan.

I. The Debtors' proposed procedures for transmitting the Supplement, the Modified Plan, the Ballots (as defined below), and the voting instructions are adequate, in good faith, and comply with the requirements of Bankruptcy Rule 3017(d) and (e).

J. Because of the lapse of time and amount of claims trading between the November 26, 2007 record date approved in the December 10 Solicitation Procedures Order and

² Class E consists of all Section 510(b) Note Claims against Delphi Corporation, Class G consists of all interests in existing common stock of Delphi Corporation and all Section 510(b) Equity Claims against Delphi Corporation, and Class H consists of all Section 510(b) ERISA Claims against the applicable Debtor.

the date of the filing of the Motion Supplement, it is equitable to read section 1127(d) of the Bankruptcy Code to apply to current holders of claims or interests as of June 8, 2009.

Accordingly, June 8, 2009 shall be the Record Date (as defined below) to determine the holder of a claim or interest for all purposes relating to the Modified Plan.

K. The form of the Final Modification Hearing Notice (as defined below) and the Debtors' proposed procedures for distributing and publishing the Final Modification Hearing Notice, as described more fully in the Motion Supplement, are fair and reasonable.

L. The forms of the Amended Cure Amount Notice (as defined below) and the Notice of Non-Assumption of Executory Contracts (as defined below) and the Debtors' proposed modified cure claim procedures, as described more fully in the Motion Supplement, are fair and reasonable.

M. The form of the GM Components Assumption and Assignment Notice (as defined below) and the procedures for the Debtors to assume and assign to GM Components Holdings, LLC ("GM Component"), an affiliate of General Motors Corporation ("GM") the GM Components Assumed Contracts (as defined below) are fair and reasonable.

N. The form of the Parnassus Assumption and Assignment Notice (as defined below) and the procedures for the Debtors to assume and assign to Parnassus Holdings II, LLC ("Parnassus") the Parnassus Assumed Contracts (as defined below) are fair and reasonable.

O. The form of the Administrative Expense Claim Form (as defined below) and the Notice of Administrative Claim Bar Date (as defined below) and the procedures for the parties to file Administrative Expense Claims (as defined below) are fair and reasonable.

P. The Debtors have shown that cause exists for establishing July 15, 2009 as the Administrative Expense Bar Date, in accordance with General Order M-279.

Q. Upon the record of the Preliminary Modification Hearing and these cases, the relief requested in the Motion as supplemented by the Motion Supplement is in the best interests of the Debtors, their estates, their creditors, their interest holders, and other parties-in-interest.

R. The Debtors have demonstrated that sound business judgment exists to schedule the Alternative Sale Hearing on July 23, 2009.

Accordingly, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion as supplemented by the Motion Supplement is GRANTED except to the extent provided herein.
2. To the extent not already withdrawn or reflected in changes to the Supplement that have been made as required by the Court, all objections filed or otherwise asserted against the Motion, the Motion Supplement, or the Supplement are hereby overruled.
3. The Debtors are hereby authorized and directed to solicit votes to accept or reject the Modified Plan in accordance with the procedures set forth in the December 10 Solicitation Procedures Order, as modified herein.
4. Key Dates And Deadlines. When applying the procedures set forth in the December 10 Solicitation Procedures Order with respect to the Modified Plan, the following dates shall replace the dates included in the December 10 Solicitation Procedures Order:

Event And Paragraph From December 10 Solicitation Procedures Order	Proposal Under Plan Modification Approval Order
Deadline For Trustees And Transfer Agents Must Provide Record Holder Information (as of June 8, 2009 voting record date) To Securities Voting Agent (§14)	no later than two business days after the later of (a) the Record Date (defined below) and (b) the date this order is entered
Solicitation Mailing Deadline (§10)	June 20 2009
Deadline For Filing Of Plan Exhibits And	July 2, 2009

Event And Paragraph From December 10 Solicitation Procedures Order	Proposal Under Plan Modification Approval Order
Disclosure Statement Appendices (the "Exhibit Filing Date") (§40)	
Rule 3018(a) Motion Deadline (§24-26)	Received no later than 4:00 p.m. (prevailing Eastern time) on July 2, 2009 If the Debtors objected to a claim or interest after June 19, 2009, the Rule 3018(a) Motion Deadline would be extended for that claim or interest such that the deadline would be ten days following the filing of the Debtors' objection
Plan Objection Deadline (§8)	July 15, 2009 at 4:00 p.m. (prevailing Eastern time)
Voting Deadline (§29)	Received by the Voting Agents by 7:00 p.m. (prevailing Eastern time) on July 15, 2009
Voting Agent Certification Deadline (§37)	July 20, 2009 at 4:00 p.m. (prevailing Eastern time)
Final Modification Hearing Date (§7)	To commence on July 23, 2009

The Debtors shall file their reply in support of the Modified Plan and the Master Disposition Agreement and in support of the transactions set forth in the Master Disposition Agreement, as modified by the 363 Implementation Agreement (as defined below) and file any proposed revisions to the final order approving the Modified Plan and submit a proposed form of section 363 sale order no later than July 21, 2009.

5. Ballots. The Debtors' proposed forms of ballots, in substantially the forms annexed to this order as Exhibit B (as may be specifically modified for particular classes of claims or interests), are hereby approved for use in connection with the Debtors' solicitation of votes to accept or reject the Modified Plan.

6. Notices. Except as set forth below, the Notices listed in the chart below and attached hereto substantially in the forms of Exhibits C, D, E, F, and G attached hereto, are substantially similar to those approved by the December 10 Solicitation Procedures Order and

the Debtors are authorized to use such notices in same manner that each corresponding notice was used under the December 10 Solicitation Procedures Order, except as otherwise set forth herein:

Exhibit to this Order	Title of Notice	Exhibit to December 10 Solicitation Procedures Order
C	Unimpaired Notice	D
D	Non-Voting Status Notice	E
E	Notice To Parties Subject To A Post-Solicitation Date Objection	F
F	Notice to Employees Regarding Multiple Solicitation Documents	N
G	Final Plan Modification Approval Hearing Notice	C
H	Amended Cure Amount Notice	O
I	Notice of Non-Assumption of Executory Contracts	N/A
J	GM Components Assumption and Assignment Notice	N/A
K	Parnassus Assumption and Assignment Notice	N/A
L	Administrative Expense Claim Request	N/A
M	Notice of Administrative Claim Bar Date	N/A
N	Supplemental Procedures for Evaluating Non-Solicited Alternative Transactions	N/A

7. Approval Of Supplement. Pursuant to Bankruptcy Rule 3017(b), the Supplement (filed June 16, 2009) is approved as containing adequate information within the meaning of section 1125(a) of the Bankruptcy Code.

8. The Debtors are authorized to (i) make non-material changes to the Supplement and related documents (including the exhibits thereto and to the Supplement) and (ii) revise the Supplement and related documents (including the exhibits thereto) to add further disclosure concerning events occurring at or after the Preliminary Modification Hearing, before distributing it to each person and entity in accordance with the terms of this order; provided,

however, that the Debtors shall file copies with the Court of any changed pages blacklined to show such changes.

9. Final Modification Hearing Date. The hearing (the "Final Modification Hearing") to consider approval of the Modified Plan, as the same may be further modified or amended, shall commence on July 23, 2009 (the "Final Modification Hearing Date"), at 10:00 a.m. (prevailing Eastern time), or as soon thereafter as counsel can be heard, before the undersigned United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004. Subject to the Alternative Sale Hearing, the Final Modification Hearing may be adjourned from time to time by announcing such adjournment in open court or otherwise, all without further notice to parties-in-interest.

10. Objections To Proposed Modifications To Confirmed Plan. July 15, 2009 at 4:00 p.m. (prevailing Eastern time) (the "Modified Plan Objection Deadline") is fixed as the last date and time for filing and serving objections to approval of the Modified Plan. Objections, if any, must (i) be in writing, (ii) comply with the Bankruptcy Rules and the Local Bankruptcy Rules for the Southern District of New York, (iii) set forth the name of the objector and the nature and amount of any claim or interest asserted by the objector against or in the Debtors, their estates, or their property, (iv) state with particularity the legal and factual bases for the objection, and (v) be filed with the Court together with proof of service, and served by personal service, overnight delivery, or first-class mail, with a hard copy delivered to the chambers of the Honorable Robert D. Drain, and served so that they are RECEIVED no later than the Modified Plan Objection Deadline by the following (collectively, the "Notice Parties"):

The Debtors

Delphi Corporation
5725 Delphi Drive
Troy, Michigan 48098
Att'n: General Counsel

Counsel For The Debtors
Skadden, Arps, Slate, Meagher & Flom LLP
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(800) 718-5305
Att'n: John Wm. Butler, Jr.
Att'n: Ron E. Meisler

and

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Att'n: Kayalyn A. Marafioti
Att'n: Gregory W. Fox

United States Trustee
The Office of the United States Trustee
33 Whitehall Street, Suite 2100
New York, New York 10004
Att'n: Brian Masumoto

Counsel For The Creditors' Committee
Latham & Watkins LLP
885 Third Avenue
New York, New York 10022
Att'n: Robert J. Rosenberg
Att'n: Mitchell A. Seider
Att'n: Mark A. Broude

Counsel For The Postpetition Lenders
Davis Polk & Wardwell
450 Lexington Avenue
New York, New York 10022
Att'n: Donald S. Bernstein
Att'n: Brian M. Resnick

Counsel For The Tranche C Collective
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019

Att'n: Richard Mancino
Att'n: Marc Abrams

Counsel For The United States Department of the Treasury
Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, New York 10281
Att'n: John J. Rapisardi
Att'n: Oren B. Haker

Counsel For The United States Department of Justice
United States Department of Justice
86 Chambers Street, 3rd Floor
New York, New York 10007
Att'n: Matthew L. Schwartz
Att'n: Joseph N. Cordaro

Counsel For General Motors Corporation
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Att'n: Jeffrey L. Tanenbaum
Att'n: Robert J. Lemons

Counsel For Parnassus Holdings II, LLC
Schulte Roth & Zabel LLP
919 Third Avenue
New York, NY 10022
Att'n: Adam C. Harris
Att'n: David J. Karp

Objections not timely-filed and served in the manner set forth above may not be considered by the Court and may be deemed overruled.

11. Record Date. Notwithstanding anything to the contrary in Bankruptcy Rule 3017(d), June 8, 2009 shall be fixed as the record date (the "Record Date") for determining the members of Class A, Class C-1 (General Unsecured Claims), Class C-2 (PBGC Claim), and

Class D³ (together, the "Voting Classes") entitled to receive Solicitation Packages and entitled to vote to accept or reject the Modified Plan.

12. Content And Transmittal Of Solicitation Packages. On or before June 20, 2009 (the "Solicitation Date"), the Debtors shall cause Kurtzman Carson Consultants LLC (the "Creditor Voting Agent" or "KCC") and Financial Balloting Group, LLC (the "Securities Voting Agent," and together with the Creditor Voting Agent, the "Voting Agents") or their agents to transmit by first class mail to the holders of claims against and interests in the Debtors as of the Record Date, with respect to Classes A, C-1, C-2, and D, respectively, a solicitation package (the "Solicitation Package") containing a copy or conformed version of:

- A. the Final Modification Hearing Notice;
- B. to the extent applicable, the appropriate ballot and notice as set forth above for the specific creditor or interest holder, with appropriate voting instructions, in substantially the forms attached hereto as Exhibit B (as may be modified for particular classes and with instructions attached thereto), and a pre-addressed postage prepaid return envelope;
- C. a CD-ROM containing this order (without exhibits attached), a copy of the December 10 Solicitation Procedures Order (without exhibits), the Supplement, the Modified Plan, and the publicly-filed materials appended thereto; and
- D. a solicitation letter from the official committee of unsecured creditors, if any.

13. No Notice Or Transmittal For Classes F and I. With respect to holders of claims or interests in Class F (Intercompany Claims), the Debtors shall not be required to send to holders of Class F Intercompany Claims ballots, the Solicitation Package, or any other notice in connection with the Motion or the Motion Supplement.

³ Class A consists of all Secured Claims against the applicable Debtor or consolidated group of Debtors. Class C-1 consists of all General Unsecured Claims against the applicable Debtor or consolidated group of Debtors, Class C-2 consists of PBGC Claims against the applicable Debtor or consolidated group of Debtors, and Class D consists of the GM Claim against the applicable Debtor or consolidated group of Debtors.

14. With respect to holders of claims or interests in non-voting Class I (Other Interests), the Debtors shall not be required to send to the members of Class I ballots, the Solicitation Package, or any other notice in connection with the Motion or the Motion Supplement.

15. Unimpaired Notice To Be Provided To Holders Of Claims In Class K.
The Unimpaired Creditors (as defined in the Modified Plan) in Class K (Other Priority Claims) are conclusively presumed to have accepted the Modified Plan and solicitation of votes from holders of claims in Class K is not required. In lieu of a ballot and in accordance with Bankruptcy Rule 3017(d), the Solicitation Packages mailed to the Unimpaired Creditors in Class K shall contain a notice of non-voting status substantially in the form of Exhibit C to this order.

16. Non-Voting Status Notice To Be Provided To Holders Of Claims And Interests In Classes E, G, and H. With respect to holders of claims or interests in non-voting Classes E, G, and H, the Debtors shall send to such holders a (i) Non-Voting Status Notice substantially in the form of Exhibit D annexed hereto and (ii) a Final Plan Modification Approval Hearing Notice (as defined below) substantially in the form of Exhibit G annexed hereto. The Debtors shall also send holders of claims and interests in Classes E, G-2, and H (i) an Administrative Expense Claim Form (as defined below), substantially in the form of Exhibit L annexed hereto, and (ii) a Notice of Administrative Claim Bar Date (as defined below), substantially in the form of Exhibit M annexed hereto. The Debtors shall not be required to send to holders of claims or interests in non-voting Classes E, G, and H the Solicitation Package, or any other notice in connection with the Motion or the Motion Supplement.

17. Final Modification Hearing Notice. The notice of the Final Modification Hearing and the Modified Plan Objection Deadline (the "Final Modification Hearing Notice")

substantially in the form of Exhibit G annexed hereto is approved and shall be included in the Solicitation Packages distributed to all creditors and interest holders and all persons or entities on the Debtors' master service list.

18. Subject to the exceptions detailed in this order with regard to members of Classes F and I, notice of the Final Modification Hearing shall be effected in the same manner, and served on the same categories of parties, as that of the Confirmation Hearing Notice in the December 10 Solicitation Procedures Order; provided that the Debtors shall only be required to provide supplemental publication notice of the Final Modification Hearing by causing the Final Modification Hearing Notice to be published not fewer than 25 days before the Final Modification Hearing in the Detroit Free Press, the New York Times (national edition), the Wall Street Journal (national, European, and Asian editions), and USA Today (worldwide). The Final Modification Hearing Notice complies with the requirements of Bankruptcy Rules 2002(c)(3) and 3017(f) by including in conspicuous bold language a statement that the Modified Plan proposes releases and injunctions against conduct not otherwise enjoined under the Bankruptcy Code, describing briefly the nature of the releases and injunctions, identifying the persons and entities that are subject to the releases and injunctions, and providing those persons and entities that are not creditors or equity security holders with contact information to obtain a copy of the Modified Plan and Supplement.

19. Additional Procedures For Vote Tabulation. Holders of claims in Classes 1D through 12D shall receive a single ballot (the "GM Ballot"), which ballot shall apply to all claims asserted by General Motors Corporation against all Debtors. The vote with respect to the GM Ballot shall be applied to each Debtor entity and/or each consolidated group of Debtors. Holders of claims in Classes 1C-2 through 12C-2 shall receive a single ballot (the "PBGC

Ballot"), which ballot shall apply to all claims asserted by the Pension Benefit Guaranty Corporation against all Debtors. The vote with respect to the PBGC Ballot shall be applied to each Debtor entity and/or each consolidated group of Debtors.

20. Vote Certification. The requirement under Rule 3018-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York for the certification of acceptance and rejections of the plan is modified to require the Voting Agents to file their certifications no later than 4:00 p.m. (prevailing Eastern time) on July 20, 2009.

21. Service of all notices and documents described herein in the time and manner as set forth herein, including the service and publication of the Final Modification Hearing Notice, as described in the Motion Supplement, shall be adequate and sufficient and no other or further notice shall be necessary.

22. Effect Of Failure Of Class To Vote. On the record at the June 10, 2009 hearing, the Debtors reserved their right to assert at the Final Modification Hearing that if no claim holder of a particular class submits a vote to accept or reject the Modified Plan, such class shall be deemed to have accepted the Modified Plan. The Debtors' ballots shall inform creditors that the Debtors have requested the Bankruptcy Court to make such a finding and that creditors are therefore encouraged to timely complete and return their ballots.

23. Maintenance Of Records By Intermediary Record Holders. Pursuant to the procedures approved in the December 10 Solicitation Procedures Order, Intermediary Record Owners who were required to use the Master Ballot voting process were required to retain for inspection by the Court the Beneficial Owner Ballots cast by Beneficial Owners for one year following the January 11, 2008 Voting Deadline set by that order, and Intermediary Record

Owners who were required to send Prevalidated Ballots to Beneficial Owners for direct return to the respective Voting Agent were also required to retain for inspection by the Court a list of those Beneficial Owners to whom the Prevalidated Ballots were sent for one year following the January 11, 2008 Voting Deadline. To facilitate the Debtors' resolicitation of votes on the Modified Plan, the Intermediary Record Owners shall maintain these records and any other data relating to Beneficial Holders for additional time, until at least July 15, 2010.

24. Distribution Of Solicitation Packages By Intermediary Record Owners.

Within five business days after an Intermediary Record Owner's receipt of the Solicitation Packages, the Intermediary Record Owner shall distribute the Solicitation Packages to the respective Beneficial Owners for which they hold Securities and who are entitled to vote on the Modified Plan. For the avoidance of doubt, holders of interests in Class G (Common Stock) shall only receive a (i) Non-Voting Status Notice and (ii) Final Plan Modification Approval Hearing Notice.

25. Voting By Beneficial Owners. Intermediary Record Owners are hereby authorized and directed to use the appropriate procedure set forth below for obtaining the votes of Beneficial Owners. First, the Intermediary Record Owners may forward the Solicitation Package to the Beneficial Owners of the Securities who are entitled to vote on the Modified Plan for voting, which package shall include a beneficial owner ballot substantially in the form of the beneficial owner ballots attached as part of Exhibit B to this order (the "Beneficial Owner Ballot") and a return envelope provided by, and addressed to, the Intermediary Record Owner. Upon receipt of the Beneficial Owner Ballots, the Intermediary Record Owner shall summarize the individual votes of its Beneficial Owners, as reflected on the Beneficial Owner Ballots, on a master ballot in substantially the form of the master ballots attached as part of Exhibit B to this

order (each a "Master Ballot"). The Intermediary Record Owners shall then return the Master Ballot to the Securities Voting Agent prior to the Voting Deadline.

26. Alternatively, if an Intermediary Record Owner is unable to use the option above, it may prevalidate a Beneficial Owner Ballot (a "Prevalidated Ballot") by signing that ballot and by indicating on that ballot the identity of the Intermediary Record Owner, the amount of Securities owned by the Beneficial Owner, and the appropriate account numbers through which the Beneficial Owner's holdings are derived. The Intermediary Record Owner shall then forward a Solicitation Package, including the Prevalidated Ballot and a return envelope addressed to the appropriate Securities Voting Agent, for voting by the Beneficial Owner.

27. The Debtors are hereby authorized to reimburse Intermediary Record Owners for their reasonable and customary out-of-pocket expenses incurred in performing the tasks described above upon written request of the Intermediary Record Owner, subject to the Court's jurisdiction to resolve any disputes over any such request for reimbursement.

28. Notices To Union-Represented Employees And Former Employees. The Debtors shall not be required to provide the current and former employees represented by Unions (as defined in the Modified Plan) or non-represented hourly active employees and retirees with any specialized notices.

29. Notice To Employees Receiving Multiple Solicitation Documents. For those current and former employees who may receive multiple documents as part of the solicitation process, the Debtors shall be authorized, in their sole discretion, to make available by either normal internal communications channels or posting on the Delphi intranet and at www.delphidocket.com a notice substantially in the form attached hereto as hereto as Exhibit F which form is hereby approved.

30. Modified Cure Claim Procedures. The procedures established in the December 10 Solicitation Procedures Order with respect to the assumption of executory contracts shall continue in full force and effect, except as expressly modified herein. The Debtors shall continue to apply the previously established procedures to resolve the remaining disputed cure amounts, except as provided herein. Notwithstanding anything to the contrary in the December 10 Solicitation Procedures Order, the Confirmed Plan, or the Confirmation Order, each counterparty to a Material Supply Agreement (as defined in the Modified Plan) to the extent owed a Cure Amount pursuant to the procedures established by the December 10 Solicitation Procedures Order, the Confirmation Order, or as modified by this order, shall be paid in cash for the cure of monetary defaults under a Material Supply Agreement assumed pursuant to the Modified Plan. Except as provided below, the Debtors shall not be required to send out new or additional Cure Amount Notices (as defined in the Modified Plan) under the Modified Plan. The Debtors shall work to resolve objections that were timely submitted pursuant to the procedures set forth in the December 10 Solicitation Procedures Order, the Confirmed Plan, and Confirmation Order with respect to the Cure Amount Notices.

31. For any executory contracts or unexpired leases for which the Debtors sent Cure Amount Notices containing amounts which were overstated, at least 20 days prior to the Effective Date (as defined in the Modified Plan) of the Modified Plan, the Debtors are authorized but not directed to file with the Court and to serve a separate notice substantially in the form of Exhibit H attached hereto which shall state the amount the Debtors believe necessary to cure such contract (the "Amended Cure Amount Notice"). If a contract counterparty does not object to the Amended Cure Amount Notice by the deadline set forth below, the cure as set forth in the

Amended Cure Amount Notice shall be paid pursuant to the procedures set forth in the Modified Plan.

32. If an affected contract counterparty disagrees with the cure amount listed on the Amended Cure Amount Notice, the contract counterparty shall then have ten days from the service of the Amended Cure Amount Notice to object to the revised cure amount, and shall be required to state in its objection, with specificity, the legal and factual basis of its objection. Any objection to an Amended Cure Amount Notice must be filed with the Court and be served on the Notice Parties. If no objection is timely received, each counterparty shall be deemed to have consented to the cure amount set forth on the Amended Cure Amount Notice.

33. Any unresolved objection to an Amended Cure Amount Notice shall be scheduled to be heard at a claims hearing following 20 days' notice thereof provided by the Debtors or the Reorganized Debtors, as applicable, to the applicable counterparty, or such other date as may be agreed upon by the parties. If an objection to an Amended Cure Amount Notice cannot be resolved consensually among the parties, notwithstanding anything to the contrary herein or in the Confirmation Order, the Debtors or the Reorganized Debtors, as the case may be, would have the right to reject the contract or lease for a period of five days after entry of a final order establishing cure in an amount not acceptable to the Debtors or the Reorganized Debtors, as the case may be, or the assignee.

34. For counterparties to Material Supply Agreements (as defined in the Confirmed Plan) or such Other Executory Contracts or Unexpired Leases (as defined in the Confirmed Plan) who submitted Cure Proposals by the March 10, 2008 deadline, whether or not such Cure Proposal was subject to a cure proposal objection, whose contracts have expired or have been terminated since the Cure Amount Notices were sent out, the Debtors shall send a

Notice of Non-Assumption of Executory Contracts substantially in the form attached hereto as Exhibit I, which form is hereby approved, by mailing such notice to the counterparty to an expired or terminated Material Supply Agreement or Other Executory Contracts or Unexpired Leases by July 2, 2009, notifying the counterparty that such contracts are no longer being assumed or cured.

35. At least 20 days prior to the Effective Date of the Modified Plan, the Debtors shall file with the Court and serve (a) a notice (the "GM Components Assumption and Assignment Notice"), substantially in the form attached hereto as Exhibit J, identifying GM Components as the party to which the Debtors' would assign all of their rights, title, and interests in certain executory contracts and unexpired leases (the "GM Components Assumed Contracts") as provided in the master disposition agreement attached as an exhibit to the Modified Plan (the "Master Disposition Agreement") and (b) a notice (the "Parnassus Assumption and Assignment Notice," and together with the GM Components Assumption and Assignment Notice the "MDA Assumption and Assignment Notices"), substantially in the form attached hereto as Exhibit K, identifying Parnassus as the party to which the Debtors would assign all of their rights, title, and interests in certain executory contracts and unexpired leases (the "Parnassus Assumed Contracts," and together with the GM Components Assumed Contracts, the "Assigned Contracts") as provided in the Master Disposition Agreement. The cure amounts established pursuant to the procedures in the Confirmed Plan and the December 10 Solicitation Procedures Order shall remain in effect for the Assigned Contracts, except as may be modified by the Amended Cure Amount Notice. Each contract counterparty to an Assigned Contract shall have ten days from the service of the applicable MDA Assumption and Assignment Notice to object to the proposed assumption, including an objection on account of a postpetition default, and would be required to

state in its objection, with specificity, the legal and factual basis of its objection. Contract counterparties shall not be entitled to dispute previously established cure amounts. Any objection to an MDA Assumption and Assignment Notice must be filed with the Court and served on the Notice Parties. If no objection is timely received, each counterparty to the Assigned Contracts shall be deemed to have consented to the assumption and shall be deemed to have waived its right to challenge the Debtors' or Reorganized Debtors' assumption of such contract or lease and shall be barred from challenging the ability of any Debtor or Reorganized Debtor, as the case may be, or its assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or any other matter pertaining to assumption. If no objection is timely received, each counterparty to the Assigned Contracts would be deemed to have consented to the assignment to GM Components or Parnassus, as applicable, of the Assigned Contracts and would be deemed to have waived its right to challenge the Debtors' or Reorganized Debtors', as the case may be, assignment of such contract or lease and would be barred from challenging the ability of any Debtor or Reorganized Debtor, as the case may be, or GM Components or Parnassus or their assignees to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or any other matter pertaining to assumption. If an alternative transaction described on Exhibit N hereto is selected by the Debtors, the contract counterparties shall be provided notice (the "Successful Bidder Notice") of such transaction and the opportunity to challenge the "adequate assurance of future performance" of the Successful Bidder at or prior to the Final Modification Hearing or the Alternative Sale Hearing, as applicable.

36. Any unresolved objection to an MDA Assumption and Assignment Notice or to the Successful Bidder Notice would be scheduled to be heard at a claims hearing following 20 days' notice thereof provided by the Debtors or the Reorganized Debtors, as applicable, to the applicable counterparty, or such other date as may be agreed upon by the parties. If an objection to an MDA Assumption and Assignment Notice or to the Successful Bidder Notice cannot be resolved consensually among the parties, the Debtors propose that notwithstanding anything to the contrary herein or in the Confirmation Order, the Debtors or the Reorganized Debtors, as the case may be, would have the right to reject (and shall if directed by a Buyer pursuant to the terms of the Master Disposition Agreement or the agreement with the Successful Bidder, as applicable) the contract or lease for a period of five days after entry of a final order establishing adequate assurance on terms not reasonably acceptable to the Debtors or the Reorganized Debtors, as the case may be, and the assignee.

37. Elimination Of Notice For Reclamation Claims. The Debtors shall not be required to send out any additional notices to holders of reclamation claims asserted by sellers of goods with a statutory or common law right to reclamation or holders of such claims (the "Reclamation Claims") in connection with the solicitation of votes on the Modified Plan. The Debtors shall provide each holder of a Reclamation Claim with a Class C-1 (General Unsecured Claims) ballot including the amount of the Reclamation Claim as a general unsecured nonpriority claim.

38. Establishment Of Bar Date For Administrative Expense Claims. Any party that wishes to assert an administrative claim under 11 U.S.C. § 503(b) for the period from the commencement of these cases through June 1, 2009 shall file a proof of administrative expense (each, an "Administrative Expense Claim Form") for the purpose of asserting an

administrative expense request, including any substantial contribution claims (each, an "Administrative Expense Claim" or "Claim") against any of the Debtors. July 15, 2009 at 5:00 p.m. prevailing Eastern time shall be the deadline for submitting all Administrative Expense Claims (the "Administrative Expense Bar Date") for the period from the commencement of these cases through June 1, 2009.

39. Notwithstanding anything in the preceding paragraph, creditors holding or wishing to assert the following types of claims against the Debtors need not file an Administrative Expense Claim Form:

- Any claim for postpetition goods and services delivered to the Debtors prior to June 1, 2009 that are not yet due and payable pursuant to the applicable contract terms;
- Employee claims arising prior to June 1, 2009 for wages, salary, and other benefits arising in the ordinary course of business that are not yet due and payable;
- Any claim for which the party has already properly filed an Administrative Expense Claim Form or a proof of claim form with the Court which has not been expunged by order of the Court and provided that such proof of claim clearly and unequivocally sets forth that such claim is made for an administrative expense priority;
- Any claim for fees and/or reimbursement of expenses by a professional employed in these chapter 11 cases accruing through January 25, 2008, to the extent that such claim is subject to this Court's Interim Compensation Orders (defined below);⁴ or

⁴ See Order Under 11 U.S.C. § 331 Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals, dated November 4, 2005 (Docket No. 869) (the "Interim Compensation Order"); Supplemental Order Under 11 U.S.C. § 331 Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals, dated March 8, 2006 (Docket No. 2747) (the "Supplemental Compensation Order"); Second Supplemental Order Under 11 U.S.C. Section 331 Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals, dated March 28, 2006 (Docket No. 2986) (the "Second Supplemental Interim Compensation Order"); and Third Supplemental Order Under 11 U.S.C. § 331 Establishing Procedures For Interim Compensation And Reimbursement Of Expenses Of Professionals, dated May 5, 2006 (Docket No. 3630) (the "Third Supplemental Interim Compensation Order"); Fourth Supplemental Order Under 11 U.S.C. Section 331 Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals, dated July 13, 2006 (Docket No. 4545) (the "Fourth Supplemental Interim Compensation Order"); Fifth

(cont'd)

- Any claim asserted by any Debtor or any direct or indirect subsidiary of any of the Debtors in which the Debtors in the aggregate directly or indirectly own, control, or hold with power to vote, 50 percent or more of the outstanding voting securities of such subsidiary.

40. To submit a valid Administrative Expense Claim, parties-in-interest must submit a Claim on an Administrative Expense Claim Form substantially in the form attached hereto as Exhibit L and deliver such Claim to its claims agent:

Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, California 90245
Att'n: Delphi Corporation, et al.
Case No. 05-44481 (RDD)

so as to be received no later than the Administrative Expense Bar Date. Claims may be submitted in person or by courier service, hand delivery or mail addressed to Kurtzman Carson Consultants LLC at the foregoing address. Any Administrative Expense Claim Form submitted by facsimile, e-mail, or by other electronic means shall not be accepted and shall not be deemed filed until such Administrative Expense Claim Form is submitted by one of the methods described in the foregoing sentence. Administrative Expense Claim Forms shall be deemed filed only when actually received by KCC.

41. Any party that is required but fails to file a timely Administrative Expense Claim Form shall be forever barred, estopped and enjoined from asserting such claim against the

(cont'd from previous page)

Supplemental Order Under 11 U.S.C. Section 331 Establishing Procedures for Interim Compensation and Reimbursement of Expenses, dated October 13, 2006 (Docket No. 5310) (the "Fifth Supplemental Interim Compensation Order"); Sixth Supplemental Order Under 11 U.S.C. Section 331 Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals, dated December 12, 2006 (Docket No. 6145) (together with the Interim Compensation Order, the Supplemental Compensation Order, the Second Supplemental Interim Compensation Order, the Third Supplemental Interim Compensation Order, the Fourth Supplemental Interim Compensation Order, and the Fifth Supplemental Interim Compensation Order, the "Interim Compensation Orders").

Debtors, and the Debtors and their property shall be forever discharged from any and all indebtedness, liability, or obligation with respect to such claim.

42. To provide further notice of the Administrative Expense Bar Date, the Debtors are authorized, but not directed, to mail a notice ("Notice of Administrative Claim Bar Date") substantially in form attached hereto as Exhibit M along with a form of Administrative Expense Claim Form to all parties that will receive the Final Modification Hearing Notice and any other party in the Debtors' discretion that they deem appropriate by the June 20, 2009 Solicitation Mailing Deadline. Notwithstanding the foregoing, the Debtors shall not be required to send a Notice of Administrative Claim Bar Date or an Administrative Expense Claim Form with the Solicitation Packages to be received by (a) holders of Senior Note Claims (as defined in the Modified Plan), (b) holders of TOPrS Claims (as defined in the Modified Plan), or (c) holders of interests in Class G-1. For the avoidance of doubt, the Debtors shall not be required to send a Notice of Administrative Claim Bar Date or an Administrative Expense Claim Form to any other holder or owner of any of the Debtors' Senior Notes (as defined in the Modified Plan), TOPrS (as defined in the Modified Plan), or Existing Common Stock (as defined in the Modified Plan) on account of their holding of such securities.

43. Within five days of the date of entry of this order, or as soon thereafter as practicable, the Debtors shall publish the Notice of Administrative Claim Bar Date in the Detroit Free Press, the New York Times (national edition), the Wall Street Journal (national, European, and Asian editions), and USA Today (worldwide) and (b) electronically through posting on the Delphi legal information website, www.delphidocket.com.

44. Provision of notice of the Administrative Expense Bar Date to the persons and entities set forth in the Supplement and this order, in the manner set forth above and as

described more particularly in the Motion Supplement, shall constitute adequate and sufficient notice the Administrative Expense Bar Date and shall be deemed to satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules of this Court.

45. Scheduling A Sale Hearing Date In The Alternative. If the Debtors are not able to implement the transactions contemplated in the Master Disposition Agreement through the Modified Plan and obtain approval of such modifications under section 1127 of the Bankruptcy Code on July 23, 2009, the Court shall conduct on July 23, 2009 an asset sale hearing under section 363 of the Bankruptcy Code to complete the transactions set forth in the Master Disposition Agreement, as may be modified by the "363 Implementation Agreement" (as defined in the Master Disposition Agreement). The Debtors shall file the 363 Implementation Agreement by July 2, 2009. Any objections to the Master Disposition Agreement being consummated pursuant to 11 U.S.C. §§ 363 and 365 and as modified by the 363 Implementation Agreement must be filed by July 15, 2009 at 4:00 p.m. (prevailing Eastern time) and shall be served in the same manner and on the same parties as objections to the Modified Plan as provided in this order. The failure of any objecting person or entity to timely file and serve its objection by July 15, 2009 may be a bar to the assertion, at the July 23, 2009 hearing or thereafter, of any objection to (a) the consummation of the Master Disposition Agreement, as modified by the 363 Implementation Agreement, pursuant to 11 U.S.C. §§ 363 and 365, (b) the sale, or (c) the Debtors' consummation and performance of the Master Disposition Agreement. The Debtors shall file a proposed form of sale order to implement the transactions contemplated in the Master Disposition Agreement, as modified by the 363 Implementation Agreement, by July 21, 2009.

46. Supplemental Procedures for Evaluating Non-Solicited Alternative Transactions. To the extent that a "Potential Bidder" desires to submit to the Debtors a proposed alternative transaction to be considered by the Debtors in lieu of the Master Disposition Agreement, the procedures attached hereto as Exhibit N and incorporated herein by reference shall govern in all respects (the "Supplemental Procedures"). The Debtors may seek Court approval, in recognition of the Company Buyer's expenditure of time, energy, and resources, of an expense reimbursement or other form of buyer protection to be paid from the proceeds of a successful alternative transaction if the Company Buyer is not the Successful Bidder (as such term is defined in the Supplemental Procedures). If the Court approves such reimbursement or other protection, such order shall become part of the Supplemental Procedures. To the extent that any DIP Lender participates directly or indirectly as a Potential Bidder, other than solely in respect of the exercise of remedies under section 363(k) of the Bankruptcy Code, such DIP Lender shall be deemed to have irrevocably consented to the transactions contemplated by the Supplemental Procedures and ultimately approved by this Court for all purposes under the DIP Credit Agreement and applicable law (with the exception of disputing whether the Supplemental Procedures were, in fact, followed). The retained professionals to the Creditors' Committee are authorized and directed to monitor the administration of the procedures established herein and may advise the Court through a section 105 chambers conference or as the Court may otherwise permit or direct of any material non-compliance with these procedures by any person. In order to facilitate an alternative transaction, notwithstanding any other provision in the Master Disposition Agreement, any other agreement contemplated thereby or any agreement between GM and Parnassus or their respective affiliates, GM, its affiliates and representatives shall be entitled to (i) furnish to any individual or entity (which may include, without limitation, any

potential purchaser, financing source or other interested party) (A) all exhibits, schedules and agreements under the Master Disposition Agreement and any other related agreements between GM and Parnassus or their respective affiliates and (B) information related to the Transferred Assets and Liabilities (as defined in the Supplemental Procedures) and the transactions contemplated by the Master Disposition Agreement or by agreements between GM and Parnassus or their respective affiliates, (ii) participate in discussions or negotiations with any such individual or entity or (iii) enter into and perform under any agreement (whether as purchaser, equity participant, financing source, customer or otherwise) with any such individual or entity related to any alternative transaction. Neither Parnassus nor any of its affiliates shall have any claims, including, without limitation, for breach of the Master Disposition Agreement, any other agreement contemplated thereby or any other agreement between GM and Parnassus or their respective affiliates, against GM, its affiliates, or its representatives arising from or relating to any action permitted by this paragraph.

47. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this order.

Dated: New York, New York
June 16, 2009

/s/ Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE

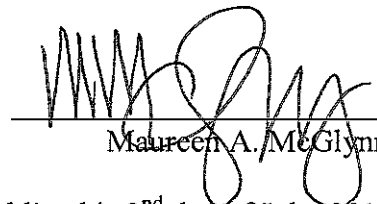
Exhibit I

AFFIDAVIT OF MAUREEN A. McGLYNN

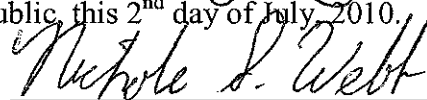
COMES NOW AFFIANT, being first duly sworn, and does hereby state:

1. My name is Maureen A. McGlynn. I am an adult over the age of 21 years and I am competent to give this testimony.
2. I am an attorney, licensed to practice in the states of Missouri and Illinois.
3. I am counsel of record for Delphi Corporation, now known as DPH Holdings Corp., in a lawsuit entitled *FKMT, LLC f/k/a Monarch Transport LLC v. Delphi Corporation et al.* currently pending in the Circuit Court of Jackson County, Missouri at Cause Number 0816-CV-39025 (hereafter, the "Missouri Action").
4. On April 3, 2010, my office filed Delphi's Motion to Dismiss with the Jackson County Circuit Court, based upon plaintiff FKMT, LLC's failure to file the mandatory administrative claim with the United States Bankruptcy Court. To date, that motion has neither been set for hearing nor adjudicated.
5. On June 25, 2010, at the instruction of my client, my office filed Delphi's Memorandum withdrawing the previously filed Motion to Dismiss in the Missouri Action.
6. Also on June 25, 2010, my office filed Delphi's Motion to Hold Proceedings in Abeyance in the Missouri Action.
7. There is no state or local rule governing a party's decision to withdraw a previously filed motion.
8. It is my understanding and belief that Delphi's Motion to Dismiss has been effectively withdrawn and that the Jackson County Circuit Court will neither set it for hearing nor rule upon it.

FURTHER AFFIANT SAYETH NOT.


Maureen A. McGlynn

Subscribed and sworn to before me, a Notary Public, this 2nd day of July, 2010.


Nichole S. Webb
Notary Public

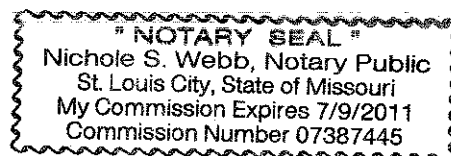


Exhibit J

IN THE CIRCUIT COURT
OF JACKSON COUNTY, MISSOURI
CIVIL DIVISION

FKMT, LLC)	
f/k/a MONARCH TRANSPORT, LLC,)	
)	
Plaintiff,)	
)	
v.)	
)	
DELPHI CORPORATION,)	
)	
Defendant, Counterclaimant,)	Case No. 0816-CV39025
And Third-Party Plaintiff,)	
)	
v.)	Division 6
)	Chapter 60
)	
FKMT, LLC,)	
)	
Plaintiff and Counter-defendant,)	
)	
and)	
)	
MONARCH TRANSPORT LLC,)	
f/k/a OSAGE HOLDINGS, LLC,)	
)	
Third-Party Defendant.)	

**DELPHI CORPORATION'S MEMORANDUM WITHDRAWING
ITS PREVIOUSLY FILED MOTION TO DISMISS,
FOR SUBMISSION OF THE ISSUE TO THE BANKRUPTCY COURT**

COMES NOW defendant Delphi Corporation, n/k/a DPH Holdings Corp. ("Delphi"), and respectfully withdraws its Motion to Dismiss for Failure to File the Mandatory Administrative Claim, originally filed with this Court on April 3, 2010, for submission of the issue to the United States Bankruptcy Court, and in support hereof states:

1. On April 3, 2010, Delphi filed its Motion to Dismiss based upon plaintiff FKMT, LLC's failure to file the mandatory administrative claim with the United States Bankruptcy Court.

2. More recently, the Honorable Robert D. Drain of the United States Bankruptcy Court, the judge presiding over Delphi's bankruptcy proceedings, expressed his willingness and preference to adjudicate matters related to his rulings and orders. Accordingly, in various state court cases, Delphi has now chosen to submit to Judge Drain issues such as those presented in its Motion to Dismiss herein, to ensure uniform interpretation and enforcement of the Bankruptcy Court's Orders.

3. A bankruptcy court is undoubtedly the best qualified to interpret and enforce its own orders. *Texaco, Inc. vs. Sanders*, 182 B.R. 937, 947 (Bankr. S.D.N.Y. 1995). To this end, a bankruptcy court retains subject matter jurisdiction to enforce both the Plan and its orders confirming that Plan, and holds inherent authority to enforce its own orders. *In re Continental Airlines, Inc.*, 236 B.R. 318, 326 (Bankr. D.Del. 1999), *aff'd*, 2000 WL 1425751 (D.Del. Sep. 12, 2000), *aff'd*, 279 F.3d 226 (3rd Cir. 2002).

WHEREFORE, defendant Delphi Corporation hereby withdraws its previously-filed Motion to Dismiss for Failure to File the Mandatory Administrative Claim, and its Reply Brief related to that Motion, and states that it will submit the issue to the United States Bankruptcy Court for immediate determination.

KORTENHOF MCGLYNN LLC



Maureen A. McGlynn - #40552

mo@mcglynnluther.com

1015 Locust St., Suite 710

St. Louis, Missouri 63101

PH: (314) 727-1000

Fax: (314) 727-2960

Attorneys for Delphi Corporation

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the above and foregoing was mailed, postage prepaid, on this 25th day of June, 2010, to:

Attorney for Plaintiff

Troy Renkemeyer
Renkemeyer Campbell, LP
7500 College Blvd., Suite 900
Overland Park, KS 66210

Attorney for New Monarch

Mr. Thomas M. Franklin
The Franklin Law Firm
300 UMB Bank Building
1310 Carondelet Dr.
Kansas City, MO 64114

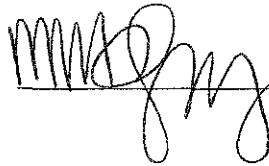
A handwritten signature in black ink, appearing to read "T. M. Franklin", is written over a horizontal line.

Exhibit K

IN THE CIRCUIT COURT
OF JACKSON COUNTY, MISSOURI
CIVIL DIVISION

FKMT, LLC)	
f/k/a MONARCH TRANSPORT, LLC,)	
)	
Plaintiff,)	
)	
v.)	
)	
DELPHI CORPORATION,)	
)	
Defendant, Counterclaimant,)	Case No. 0816-CV39025
And Third-Party Plaintiff,)	
)	
)	Division 6
v.)	Chapter 60
)	
FKMT, LLC,)	
)	
Plaintiff and Counter-defendant,)	
)	
and)	
)	
MONARCH TRANSPORT LLC,)	
f/k/a OSAGE HOLDINGS, LLC,)	
)	
Third-Party Defendant.)	

**DELPHI CORPORATION'S MOTION TO
HOLD PROCEEDINGS IN ABEYANCE**

COMES NOW defendant Delphi Corporation, n/k/a DPH Holdings Corp. ("Delphi"), by and through its attorneys Korten Hof McGlynn LLC and Maureen A. McGlynn, and prays that this Court hold these proceedings in abeyance until further action has been taken in and by the Bankruptcy Court. In this context, Delphi respectfully requests that the injunction ordered by the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") that became effective on October 6, 2009 be honored, and that the proceedings in this Court be

held in abeyance until further order of the Bankruptcy Court to the contrary. As further support, Delphi states:

1. On October 8 and 14, 2005 Delphi and certain of its affiliates filed voluntary petitions in the Bankruptcy Court for reorganization relief under 11 U.S.C. §§ 101-1330, as then amended (the “Bankruptcy Code”).

2. On July 30, 2009, the Bankruptcy Court entered its Order Approving Modifications Under 11 U.S.C. § 1127(b) to (I) the First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession, as Modified and (II) Confirmation Order (Docket No. 12359) (the “Modification Approval Order”) (Docket No. 18707), which modified and approved the Modified Plan.¹

3. On October 6, 2009, the Modified Plan was substantially consummated and the Debtors emerged from chapter 11 as reorganized entities.²

4. In addition, upon the effectiveness of the Modified Plan, an injunction was imposed, including a permanent injunction against the continuation of any action to recover against the Debtors that arose on or prior to October 6, 2009;

The satisfaction, release, and discharge pursuant to [Article XI of the Modified Plan] shall act as an injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim, Interest, or Cause of Action satisfied, released, or discharged under [the Modified] Plan to the fullest extent authorized or provided by the Bankruptcy Code . . .

Modified Plan Article 11.14.

Similarly, paragraph 22 of the Modification Approval Order provides that:

¹ The Modified Plan is attached to the Modification Approval Order (Docket No. 18707) and can be found at www.dphholdingsdocket.com.

² On the effective date, the reorganized company Delphi Corporation filed the relevant documents in the state of Delaware to change its corporate name to DPH Holdings Corp.

...the Debtors and all Persons shall be precluded and permanently enjoined on and after the Effective Date from (a) commencing or continuing in any manner any Claim, action, employment of process, or other proceeding of any kind with respect to any Claim, Interest, Cause of Action, or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date...

5. The instant action for allegedly unpaid invoices is clearly a proceeding with respect to a "Claim" or "Cause of Action" as defined in the Modified Plan,³ which the Plaintiff possessed prior to the Effective Date. Thus, this proceeding is plainly and expressly enjoined by paragraph 22(a) of the Plan Modification Order. Said injunction is binding on this court pursuant to the Supremacy Clause of the U.S. Constitution.⁴ See also Maryland v. Louisiana, 451 U. S. 725, 746 (1981).

6. Indeed, as stated by the United States Supreme Court in Celotex v. Edwards, "Persons subject to an injunctive order issued by a court with jurisdiction are expected to obey that decree until it is modified or reversed. . . ." 514 U.S. 300 (1995), quoting GTE Sylvania, Inc. v. Consumers Union of United States, Inc., 445 U.S. 375, 386 (1980).

7. By continuing to pursue its claims in this Court, and by arguing that the Bankruptcy Court injunction does not apply or need not be followed, Plaintiff is engaging in an improper collateral attack on the Plan Modification Order – an action that the Supreme Court found impermissible in Celotex.⁵

³ See Articles 1.25 and 1.29 of the Modified Plan, appended to the Modification Approval Order.

⁴ U.S. CONST. art. VI, cl. 2.

⁵ In Celotex, the United States Bankruptcy Court for the Middle District of Florida issued an injunction prohibiting judgment creditors from proceeding against the debtor's sureties without the Bankruptcy Court's permission. Notwithstanding that order, certain judgment creditors filed a motion with the United States District Court for the Northern District of Texas seeking execution against a surety on a bond, which the district court granted and the Fifth Circuit affirmed. The Supreme Court reversed the Fifth Circuit decision, ruling, among

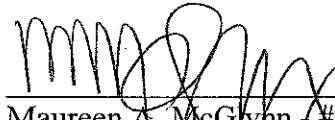
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8. As the Supreme Court clearly established in its Celotex opinion, Plaintiff should address any complaint it has with the plan injunction in the Bankruptcy Court – not this Court. Thus, until Plaintiff takes action in the Bankruptcy Court, this Court should honor the plan injunction and hold this action in abeyance.

9. Accordingly, Plaintiff is enjoined from proceeding with litigation to address any claims against the entity formerly known as Delphi Corporation in this Court without first seeking recourse in the Bankruptcy Court. Pursuant to the various orders of the Bankruptcy Court, the underlying dispute should be resolved in this Court if and only to the extent that Plaintiff obtains relief from the injunction from the Bankruptcy Court.

WHEREFORE, Delphi Corporation, n/k/a DPH Holdings prays that its Motion should be granted, and all action in this Court should be held in abeyance until further order of the Bankruptcy Court to the contrary.

KORTENHOF MCGLYNN LLC



Maureen A. McGlynn - #40552

mo@mcglynnlaw.com

1015 Locust St., Suite 710

St. Louis, Missouri 63101

PH: (314) 727-1000

Fax: (314) 727-2960

Attorneys for Delphi Corporation

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other things, that if the judgment creditors thought that the injunction was improper, they should have challenged the injunction in the bankruptcy court and then, if necessary, appealed to the appropriate Florida district court and then to the Eleventh Circuit. Id. at 313. The Supreme Court went on to state that it was impermissible for the judgment creditors to collaterally attack the injunction in the Texas federal courts as such action would seriously undercut the orderly process of the law. Id.

CERTIFICATE OF SERVICE

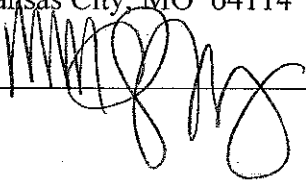
The undersigned certifies that a copy of the foregoing was mailed, postage prepaid, on this 25th day of JUNE, 2010, to:

Attorney for Plaintiff

Troy Renkemeyer
Renkemeyer Campbell, LP
7500 College Blvd., Suite 900
Overland Park, KS 66210

Attorney for New Monarch

Mr. Thomas M. Franklin
The Franklin Law Firm
300 UMB Bank Building
1310 Carondelet Dr.
Kansas City, MO 64114

A handwritten signature in black ink, appearing to be 'T. Franklin', is written over a horizontal line.